

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

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

REGULAR MEETING

ALBANY CITY HALL

1000 San Pablo

Albany, CA 94706

TUESDAY, May 8, 2018

Closed Session: 6:00 p.m. - 7:00 p.m.

Open Session: 7:00 p.m. - 9:25 p.m.

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

AGENDA

<p style="text-align: center;">Meeting Norms</p> <ol style="list-style-type: none"> 1. Maintain a focus on what is best for our students. 2. Show respect (never dismiss/devalue others). 3. Be willing to compromise. 4. Disagree (when necessary) agreeably. 5. Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view. 6. Participate by building on the thoughts of a fellow Board member. 7. Make a commitment to open communication and honesty; no surprises. 8. Commit the time necessary to govern effectively. 9. Be collaborative. 10. Maintain confidentiality (which leads to the building of trust). 11. Look upon history as lessons learned; focus on the present and the future. <p style="text-align: center;">All meetings are videotaped. (To view the videos, visit www.ausdk12.org)</p>	<div style="display: flex; justify-content: space-between;"> <div> <p>I. OPENING BUSINESS</p> <p>A) CALL TO ORDER</p> <p>B) ROLL CALL</p> <p>C) IDENTIFY CLOSED SESSION PURSUANT TO AGENDA SECTION III BELOW</p> <p>II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS <i>General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.</i></p> <p>III. CLOSED SESSION</p> <p>A) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation (Gov. Code section 54956.9(a)): Name of cases: Philip Shen, et al. v Albany Unified School District et. al., United States District Court, Northern District of California; Doe, et al v Albany Unified School District et. al., United States District Court, Northern District of California; John Doe v Albany Unified School District et. al., United States District Court, Northern District of California; C.E. v Albany Unified School District et. al., United States District Court, Northern District of California; Kaidong Chen v Albany Unified School District, Alameda County Superior Court</p> </div> <div style="text-align: right;"> <p>6:00 p.m.</p> <p>6:05 p.m.</p> </div> </div>
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IV. OPEN SESSION

7:00 p.m.

(45 mins.)

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) READING OF ALBANY UNIFIED SCHOOL DISTRICT MISSION & VISION STATEMENT

E) REPORT OF ACTION TAKEN IN CLOSED SESSION

F) APPROVAL OF AGENDA

G) EMPLOYEE RECOGNITION

1. Resolution 2017-18-20: Teacher Appreciation Week
2. Resolution 2017-18-21: Classified Employees Appreciation Week

H) SCHOOL SPOTLIGHT: Child Nutrition

1. Dining By Design: Phase I - Discovery------(pg.7)

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
 - a) Minutes of the April 3, 2018 Board of Education Meeting------(pg.34)
 - b) Minutes of the April 24, 2018 Board of Education Meeting------(pg.44)
2. Human Resources
 - a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order------(pg.52)
3. Business Services
 - a) March 2018 Warrant Report------(pg.55)
 - b) March 2018 Donation Report------(pg.70)
4. Curriculum & Instruction
 - a) Adoption of Elementary Instructional Materials: Phonemic Awareness and Decoding------(pg.72)
 - b) Overnight/Outdoor Education Field Trip: Cornell to YMCA Camp Campbell in 2019------(pg.74)

5. Special Education

- a) Master Contract Between Albany Unified School District And A Better Chance School-----*(pg.76)*
(provided under separate cover)
- b) Master Contract Between Albany Unified School District And The Phillips Academy-----*(pg.78)*
(provided under separate cover)
- c) Master Contract Between Albany Unified School District And Raskob Learning Institute
and Day School-----*(pg.80)*
(provided under separate cover)
- d) Master Contract Between Albany Unified School District And Maxim
Healthcare Services, Inc.-----*(pg.82)*

J) BOARD AND SUPERINTENDENT REPORT 7:45 p.m.
(5 mins.)

K) STUDENT BOARD MEMBERS' REPORT 7:50 p.m.
(5 mins.)

L) PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA 7:55 p.m.
(5 mins.)

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

M) STAFF REPORT 8:00 p.m.

- 1. Promoting Safe, Supportive, and Collaborative Environments for all Students and Staff---*(pg.132)*
(10 mins.)
- 2. Special Education Update-----*(pg.135)*
(10 mins.)
- 3. Elementary Temporary Student Housing-----*(pg.140)*
(10 mins.)

N) REVIEW AND ACTION 8:30 p.m.

- 1. Albany High School Behavior Matrix-----*(pg.142)*
(20 mins.)
- 2. Job Description: Product Development Assistant-----*(pg.150)*
(10 mins.)
- 3. Conduct A Public Hearing To Receive Sunshine Negotiation Proposal From California School
Employees Association (CSEA)-----*(pg.153)*
(5 mins.)

4. Conduct A Public Hearing To Receive Sunshine Negotiation Proposal From Albany Unified School District -----(pg.155)
(5 mins.)
5. Memorandum of Understanding Between Berkeley City College and the Albany Unified School District - Teacher Preparation Pipeline----- (pg.157)
(10 mins.)

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD
(5 mins.)

9:20 p.m.

V. ADJOURNMENT

9:25 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
SPECIAL MEETING: May 15, 2018	7:00 – 9:30 p.m.	Ocean View Elementary
May 22, 2018	7:00 – 9:30 p.m.	Albany City Hall
June 12, 2018	7:00 – 9:30 p.m.	Albany City Hall

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION NO. 17-18-20**

TEACHER APPRECIATION WEEK

WHEREAS, the Governing Board of the Albany Unified School District and Superintendent Williams wish to commend and express their appreciation to the teachers, counselors, program specialists, psychologists, speech language therapists and all certificated staff who serve the students of the Albany Unified School District; and

WHEREAS, the Governing Board and Superintendent recognize that unique and highly specialized skills are required to meet the varied needs of the young people served by district instructional programs and are proud of the success that these programs have achieved; and

WHEREAS, the certificated staff who daily touch our students' lives, have a tremendous influence on their hopes, aspirations, and future success, making each student capable of taking up the challenges of life; and not only guide our students academically, but also instill moral and ethical values;

NOW, THEREFORE, BE IT RESOLVED, that the Governing board of the Albany Unified School District proclaims May 7 - May 11, 2018 to be Teacher Appreciation Week.

BE IT FURTHER RESOLVED that the Governing Board of the Albany Unified School District encourages all members of our community to join with it in personally expressing appreciation to our teachers for their dedication and devotion to their work.

PASSED AND ADOPTED by the Governing Board of the Albany Unified School District on this 8th day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION NO. 2017-18-21**

CLASSIFIED EMPLOYEES APPRECIATION WEEK

WHEREAS, the Governing Board of the Albany Unified School District and Superintendent Williams wish to commend and express their appreciation to the custodial and maintenance staff, Child Nutrition staff, clerical staff, instructional support staff, computer support staff and all other classified staff who serve the students of the Albany Unified School District; and

WHEREAS, the Governing Board and Superintendent believe classified school employees deserve rightful recognition and public celebration for the caring deeds and contributions to our students; and

WHEREAS, the classified employees support the smooth operation of offices, the safety and maintenance of buildings and property, and the safe transportation, healthy nutrition and direct instruction of students;

NOW, THEREFORE, BE IT RESOLVED, that the Governing board of the Albany Unified School District proclaims May 21-25, 2018 to be Classified Employees Appreciation Week.

BE IT FURTHER RESOLVED that the Governing Board of the Albany Unified School District encourages all members of our community to join with it in personally expressing appreciation to our classified employees for their dedication and devotion to their work.

PASSED AND ADOPTED by the Governing Board of the Albany Unified School District on this 8th day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



DINING BY DESIGN: PHASE I - Discovery

Prepared for Clell Hoffman, Director, Albany Food Services
Prepared by Justin Warren, Brand Strategy Consultant

April 28, 2018

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EXECUTIVE SUMMARY

The **Dining By Design: Phase I - Discovery** study and report was commissioned by Clell Hoffman, Director of Food Services at Albany Unified School District (AUSD), to learn more about student behavioral patterns and practices related to dining at Albany High School (AHS). Through the findings in this report, the Director hopes to inform strategic decisions that can 1) increase overall on-campus food sales, and 2) improve the student dining experience at Albany High School.

This study offers a snapshot of typical AHS student dining practices, and explores student beliefs and behaviors about the on-campus dining experience that inform their choices each day.

The findings, conclusions, and recommendations that follow are based primarily on data from the AHS Student Dining Survey, and supplemented with information gathered through student interviews, direct observation of student behavior, and other available sources.

Summary of Key Findings

The following **six key findings** are supported by the survey data and supplementary info gathered during this study:

- Students value a wide variety of food options, and rate AHS food quality favorably overall

- Students are often unaware of each day's lunch options in advance, and most make decisions in the moment about whether to dine on campus, and what to get each day
- Long, disorganized, and poorly-respected lines are the most common single source of student discontent about the on-campus dining experience
- Even with the challenging food lines, students believe that on-campus dining saves time
- Most students who dine on campus prefer not to eat in the cafeteria, opting instead to relocate elsewhere on or near campus to consume meals
- Students tend not to use the internet or mobile devices to inform daily lunch decisions, or share updates about their meals with others

Summary of Recommendations

Albany Food Services (AFS) is strongly encouraged to consider the following **eight recommendations** which, based on the findings in this report, are likely to advance the goals of improving the student dining experience and increasing revenue through on-campus food sales.

Priority Recommendations

- Improve food access and efficiency: Mitigate long, dysfunctional lines, and consider alternative models that create distributed access points to purchase opportunities
- Promote new offerings: Spread the word about tasty and healthy menu choices

Additional Recommendations

- Add variety: Offer / test new menu items regularly, include vegetarian and vegan options
- Incentivize dining: Encourage return visits on consecutive or recurring days, as well as group visits
- Make all lunches portable: Make it easy for students to carry lunch to dining destinations
- Make lunches split-able: Offer individual portion adjustment, account for diverse taste, and reduce food waste
- Support student dining across campus: Make it easier and more comfortable to find suitable dining locations campus-wide.
- Incentivize visibility: Encourage students to use social media to promote on-campus dining

PROJECT OVERVIEW

In collaboration with the AHS Director of Food Services, an independent consultant created and delivered an informal electronic student survey, interviewed students, performed direct observation of student dining behaviors, and gathered relevant information over a three month

study period. This report includes recommendations based on the range of information gathered during the study period. If implemented successfully, these recommendations can improve the student dining experience and will likely increase on-campus food sales over time.

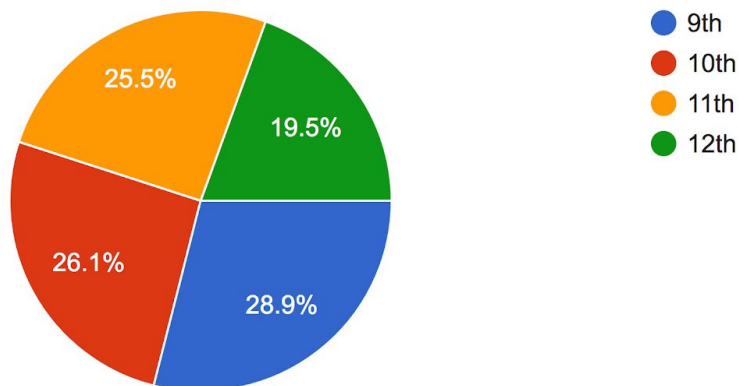
The Student Dining Survey

The Student Dining Survey was drafted, reviewed, approved by the Director, and opened to collect student responses from January 29 through February 2, 2018. The survey delivered 24 multiple choice questions and two write-in questions to 1,107 students via a link sent to their AHS email account. The survey was promoted via on-screen display in the cafeteria, posted notices around campus, and via the school's daily bulletin announcements. Participation in the survey was incentivized with a modest credit to each respondent's food service account.

The survey recorded 405 student responses during the week-long survey period, representing 37% of the total student population with roughly even distribution across all four grade levels. Based on this sample size, the survey results provide a [95% confidence interval with a 4% margin of error](#).

Grade

405 responses



Interviews

Following the completion of the survey, twenty five respondents were identified as interview candidates based on their survey responses. Six of these volunteered to participate in an

in-person interview to share reflections and insights about their personal dining beliefs, habits, and preferences.

In addition, the Director participated in a series of informal interviews to share information and insights about the food service staff's process, capacity, and potential to improve the existing service offerings.

Observations

During the study period, the consultant observed student behavior during two lunch periods and one break period during which food was available for purchase. Between break and lunch periods, the observations were substantially similar, and so are not described separately in this report.

STUDENT DINING: FOUR EXPERIENCE SEGMENTS

Throughout every week and for the duration of each school year, students engage in a cycle of activity around dining during the school day. This study divides that cycle into four distinct “experience segments.”

- I. Choosing food**
- II. Purchasing food**
- III. Eating food**
- IV. Sharing about food**

The first and last of these segments (I and IV) center on student beliefs about the experience they have had, or will have when they dine on campus. The middle two segments (II and III) explore the behaviors that students report or exhibit during the dining process. Examined together, these four experience segments comprise a cycle of belief and behavior that is the basis for students' recurring decision-making about each day's meal choices.

FINDINGS

When it comes to choosing a lunch option for the day, many variables play a part in each student's individual decision. While we can never know all the factors influencing a student's lunch choice, we can explore student decision-making based on their beliefs about a range of on-campus dining considerations: food quality, food access (speed, cost), dining environments, the social experience of dining, and other factors.

Student beliefs and expectations inform their decision-making as they choose each day's lunch. In the sections that follow, this report summarizes key findings about student beliefs and

behaviors within each of the four experience segments of the decision-making cycle (choosing, purchasing, eating, and sharing).

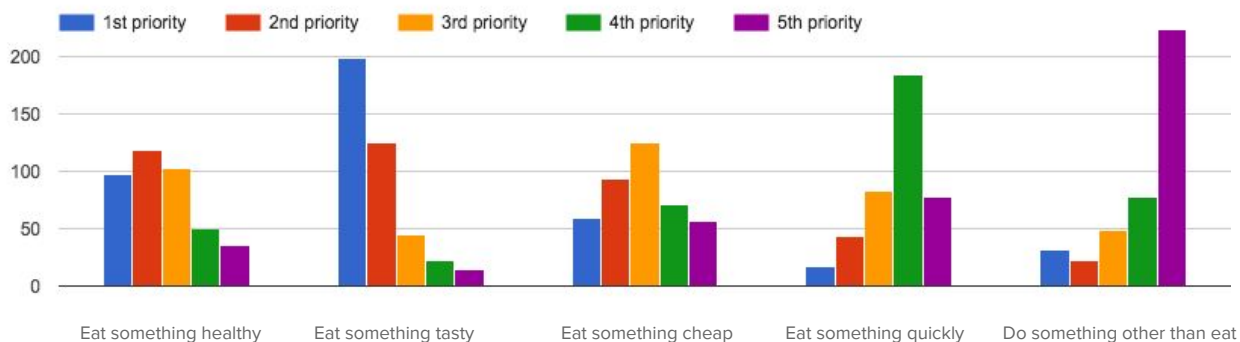


At each lunch period, Albany High School students choose whether to visit the school cafeteria, or leave campus for other food options.

I. CHOOSING FOOD

Above all else, AHS students want tasty food. When asked to rank their priorities, (eat tasty, eat healthy, eat cheap, eat quickly, or do something other than eat), nearly half (199) rank “eat something tasty” as their top priority. Healthy foods are students’ second priority, followed by eating “something cheap.” Their fourth priority is to eat something quickly, and their lowest priority of the five is to do something other than eat.

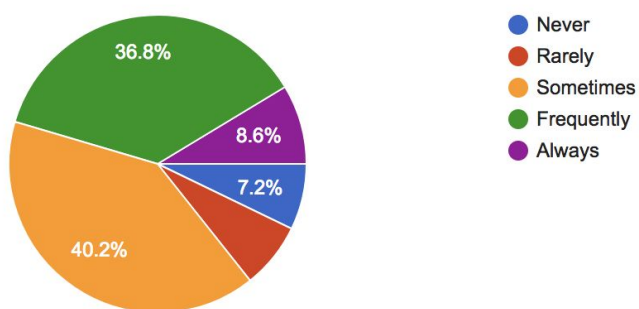
Mark these lunch goals from most to least important:



Students view food quality favorably. Among students who do get cafeteria lunches, a plurality report that they enjoy what they eat. A combined 45% enjoy school meals “frequently” (37%), or “always” (8.6%), whereas only a combined 14% report that they enjoy the cafeteria food “rarely” (7.2%) or “never” (7.2%). The remaining 40% report that they “sometimes” enjoy the cafeteria lunches.

I enjoy the lunch foods I get from the school cafeteria:

405 responses



“The food the school gives us is really good and healthy.”

—Shrishtee Basukala, 9th grade

Additionally, a significant number of open-ended write-in responses offered praise for food quality. Of nearly 200 voluntary write-in responses, 42 expressed unprompted positive feedback for AHS food offerings.



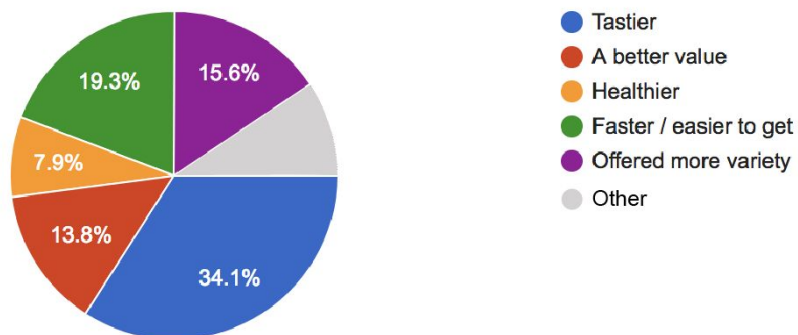
“Good job overall controlling the quality and taste of school lunches. We all appreciate it!”
—William Li, 11th grade

“That experimental pulled pork sandwich was delicious.”
—William Cheney, 12th grade

Nevertheless, responses related to student’s decisions about dining on campus more often showed that, when it comes to food quality, there’s always room for improvement. When asked to complete the statement, “I would choose school lunch more often if it were...,” 34% chose “tastier.”

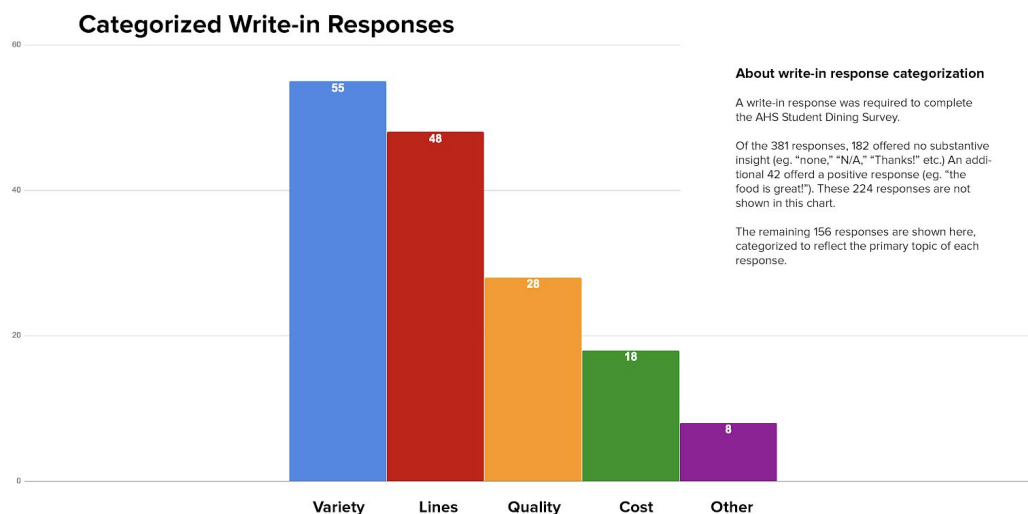
I would choose school lunch more often if it were:

405 responses



Despite this data point, the overall information about food quality across survey questions and interview responses leads this study to conclude that the desire for higher food quality is not the *leading* factor keeping students from dining on campus more frequently.

Students would appreciate more variety. The greatest number of categorized write-in survey responses identified food variety as a factor influencing student dining decisions. Of the 156 categorized write-in responses, 55 mentioned variety as an important factor that influences their desire to dine on campus. Many of these statements expressed a desire for *more* variety, or for the availability of “break foods” during lunch.



Student comments elaborated on the clear desire for more variety. Students consistently called for more vegetarian and vegan options, more salad and fresh fruit options, more choice about portion size, and a wider selection of entrees, including ones that have not previously appeared on the menu.

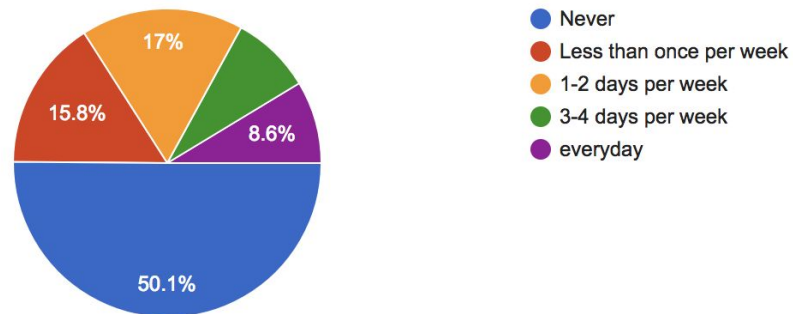
“Maybe include a day of the week where there’s a “weekly special”, which is a good way to test out new foods, and keep a variety of different foods” —Maria Lucas, 10th grade

Based on the survey data, student write-in responses, and in-person feedback, this study concludes that students would respond positively to additional options or variations on a daily, weekly, or semester-long basis. Additional variety may attract more students to dine on campus more frequently.

Students make lunch decisions in the moment. Few students plan lunch far in advance, and students don’t typically know what each day’s lunch choices will be until the school day is underway.

I know what the lunch options will be before I visit the cafeteria:

405 responses

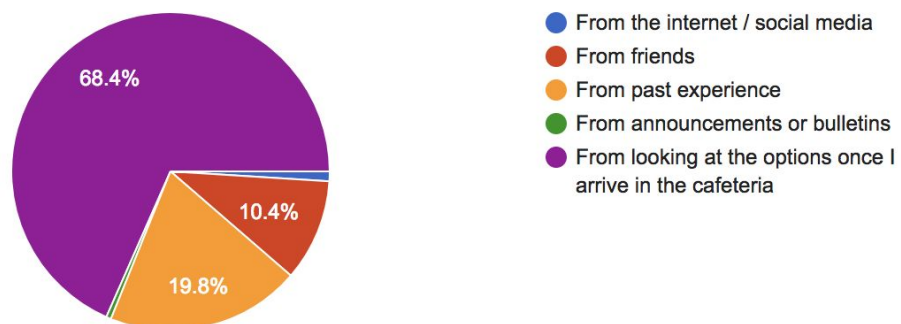


"I guess we could check online, is it... I don't know if it's posted online. Do you know if it's, like, on our website?" —Dewa Ayu Larassanti, 12th grade

Over 68% of respondents report learning about each day's lunch options only once they've arrived in the cafeteria, and a combined 53% do not plan their lunch choice before they leave for school.

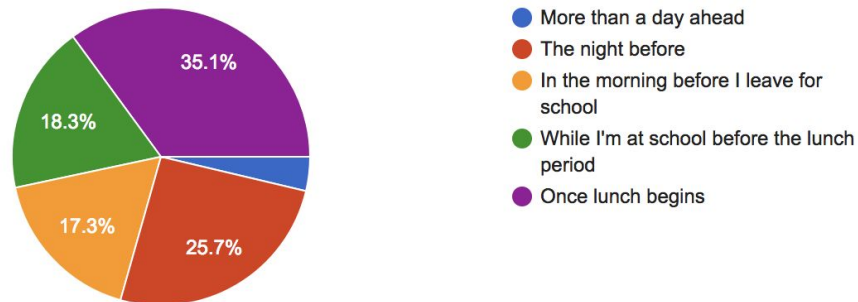
I learn about each day's lunch options:

405 responses



I usually plan my lunch choices:

405 responses

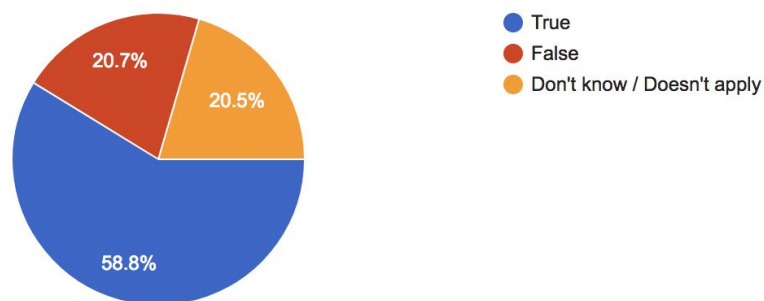


Whether that day's lunch is a new dish or an old favorite, students (mostly) discover what's for lunch on the day it is served, and usually once—or if—they arrive in the cafeteria.

Students recognize that there is not much time to get and eat lunch. In both survey responses and interviews, students describe that the time available for lunch is a factor on their decision-making. In making considerations about time, 59% of students recognize that dining on campus saves time compared to traveling off campus, versus 21% who claim it does not.

Buying lunch on campus saves time:

405 responses

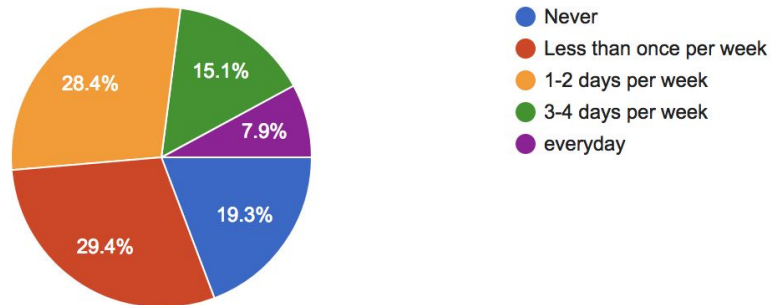


Despite a clear perception that on campus lunch lines can be long (more on that in the following section), and an awareness that they could get food off campus, nearly half of students report leaving campus “less than once per week” (29%) or “never” (19%). Only 23% of students report

leaving campus three or more days per week.

I leave campus to eat during the school day:

405 responses



“I’m pretty tired by lunch. I just want to sit down and eat.” —Jade Goree, 11th grade

Supplementary info from written and verbal responses suggests that the overall time it takes to leave campus, eat, and return creates time pressure that most students prefer to avoid. Based on this finding, AFS is likely to improve on-campus food sales if it can reduce barriers to participation and clarify the overall value proposition that school food offers.

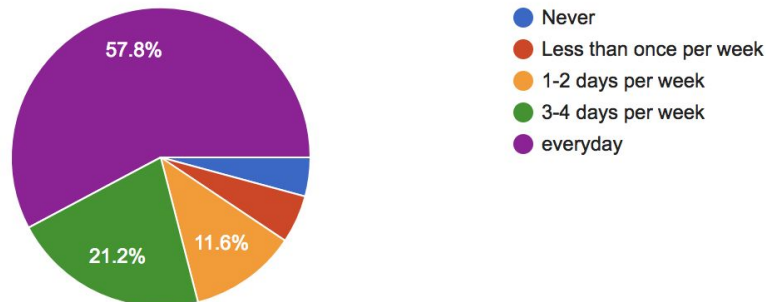
Students care about dining with friends. Whether remaining on campus or choosing to leave during lunch, students seek time with friends during the lunch period. A combined 79% report that they dine with friends either “always” (58%) or “3-4 days per week” (21%). Many students (38%) cite “joining friends elsewhere” as a reason they choose not to eat lunch from the cafeteria. In choosing where to get and eat a midday meal, students clearly influence one another’s choices.



Students cluster in the cafeteria in distinct social groups. 72% of AHS students reported that they “never” eat in the cafeteria.

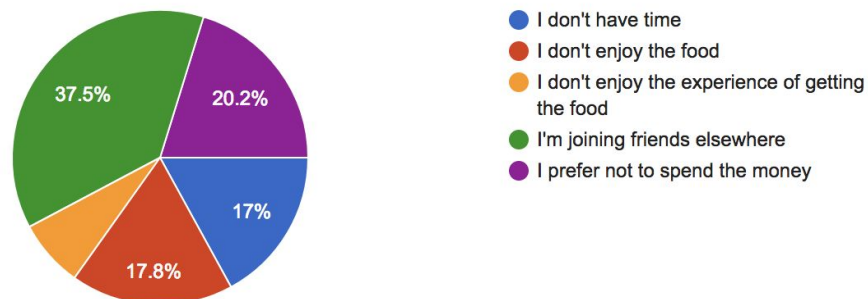
I eat lunch with my friends, no matter where we eat:

405 responses



If I don't eat lunch from the cafeteria, it's most often because:

405 responses



"I'll text [friends] before lunch and be like, 'Are you going off campus or are you going on campus?'" —Tess McGinley, 11th grade

Conclusions: Choosing Food

In summary, each day students seek delicious food, ample variety, and healthy options that are easily accessible within the allotted lunch time. Even though they rarely know what each day's lunch will be, a majority of students stay on campus during lunch, and a subset of these opt for cafeteria lunch. Those who purchase school lunch generally report satisfaction with the quality of

their meal. Most students prefer to dine with friends, and individual student preferences can influence the dining decisions of those in their peer group.

Key opportunities to drive favorable decision-making:

- **Maintain high food quality**
- **Add variety and choice**
- **Display health info**
- **Improve student awareness of each day's options**
- **Recognize the influence of peers on dining decisions**
- **Incentivize dining on sequential days, and / or in groups**

II. PURCHASING FOOD

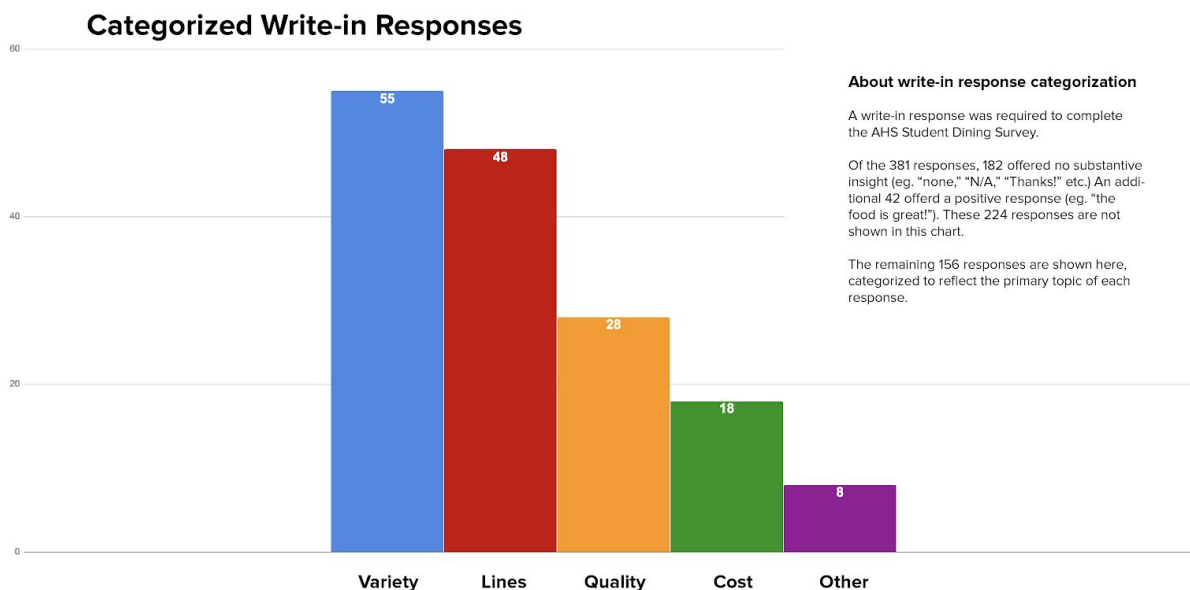
While most AHS students feel positive about the quality of school lunches, **students report a strong negative sentiment for the purchasing process and for the cafeteria dining environment.** Their frustration during purchasing is driven primarily by their experience waiting in long, poorly-functioning, and easily-circumvented lines, according to survey data as well as written and in-person responses.

The current ordering process that requires students to approach a single lunch counter with three service windows, select a lunch choice with limited awareness in advance, and process payment, creates both a time burden and a social friction that students wish to avoid.



The lines for food are often long and disorganized, leading to frustration and social friction.

The clearest indicator of this negative sentiment appears in students' write-in survey responses. When categorized and sorted, these open-ended responses revealed students' displeasure with the lunch lines:



Of the 156 open-ended responses, 48 students (31%) chose to mention lines as a significant detractor from their experience purchasing food on campus.

Student comments about the lunch lines reveal the details of their experience, and the magnitude of their frustration. According to one interviewee:

"It's not really a line, it's like a clump, and then by the time [waiting students] get to the counter, everyone kind of spreads out, and there's a lot of people just kind of standing to the side, and they end up getting to the front because by the time [those who had been waiting] get to the counter it's just a clump."
—Maia Lucas, 10th grade

A survey respondent phrased the frustration more succinctly:

“Cutting in lines has gotten out of control.” —Eleanor Stanford, 12th grade

The challenge with the lunch lines is complex. Based on both direct observation and feedback from students, this study finds that the following factors contribute to an unfavorable line experience:

- The lines appear long (often to within a few paces of the back of the cafeteria) which discourage participation and encourage a belief that the wait may be prohibitive
- Stanchions do not adequately maintain an orderly and organized queue that moves in sequence
- The lines contain groups of friends (it is not single-file), and arriving students sometimes cut the line to join friends who are nearer to the front
- Student groups divide themselves across multiple lines and change positions when one line is perceived to be moving faster than the other
- Line cutters are not consistently discouraged: They face infrequent, if any, administrative consequences, nor strong social pressure to respect the line
- At the food counter, the line spreads to form “more of a clump” which allows efficiency to break down and disorder to cause student frustration
- The overall experience generates social friction between students, and reinforces undesirable patterns of student behavior

“If somebody’s been waiting in one spot for a really long time, and then somebody else just goes and finds their friends [in the line ahead of them], they’re going to feel really awkward being like “Yo, could you not cut?” —Dewa Ayu Larassanti, 12th grade

“The only thing preventing me from getting more school lunch is the lines.” —Lucas Aguila, 10th grade

This study concludes that exploring and testing new models for creating access to food purchases, mitigate lines, and streamline the purchasing process offers a clear opportunity to improve the student experience and (likely) generate increased revenue in both the short and long term.

Staff speed is not the primary cause of long waits for food. It is important to note that long lunch lines are generally *not* attributable to slow service by the food service staff. During one observation session, the AFS staff were observed rapidly fulfilling student requests, and moving quickly to provide services to those ordering.

“When we ask for something [from the staff, it] usually comes really quickly.” —Dewa Ayu Larassanti, 12th grade

Transaction information also supports this conclusion. On one Thursday during the spring semester, for example, AFS staff processed 228 breakfast food transactions over a 15 minute period across three pay stations, or an average of less than 12 seconds per student.

When it comes to expediting service, it is the flow through the ordering and purchasing system, and not the AFS staff, that generates the primary bottleneck and causes delays. To serve nearly 175 - 200 student lunch orders (the school average) across three point-of-sale stations in 20 minutes (or half the total lunch period) requires the staff to process three transactions per minute. Considering this pace, this study concludes that there is little capacity to improve on that per-student average within the current constraints.



AFS staff work quickly to provide hundreds of students with food and beverage offerings in a limited time.

For students, long waits are worsened by line cutters, indecision during ordering, and disorder in the flow of students through the purchasing process. Any contingency -- a student without credit in their account, for example -- can cause a ripple effect from which there is no easy recovery.

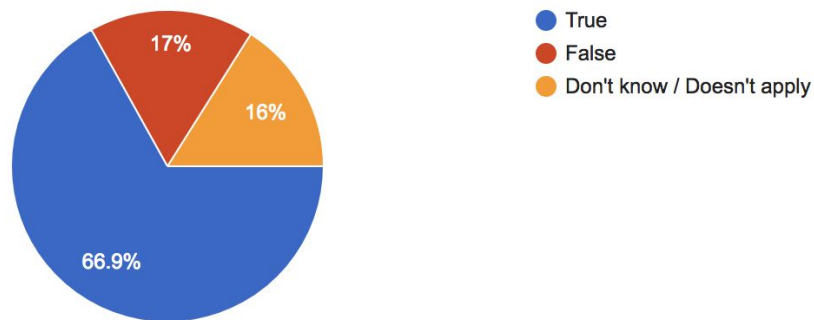
Worse still: Delays in ordering and purchasing compound themselves. The longer the lines and slower the experience, the more likely students are to feel they should take advantage of unenforced line rules, or simply skip the cafeteria altogether.

“I know they’re like ‘don’t cut in line’ but if you walk to the front of the line, no one will stop you.” —Tess McGinley, 11th grade

Of the 24 multiple choice survey questions, only one mentioned lines explicitly, and the responses are telling: 67% of students report they “would pre-order lunch to avoid lunch lines.”

If I could, I would pre-order my lunch to avoid lunch lines:

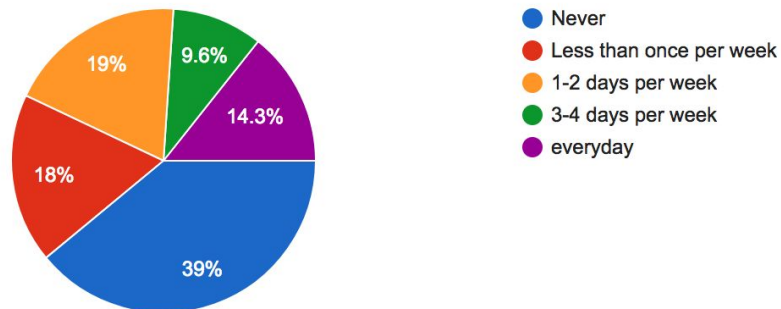
405 responses



For many AHS students, **the cost of lunch is not a significant driver of decision-making**. Only 20% report that if they don’t eat school lunch it is most often because they “prefer not to spend the money.” A combined 57% of students report that they “make their lunch choice based on cost” either “never” (39%), or “less than once per week” (18%).

I make my lunch choice based on cost:

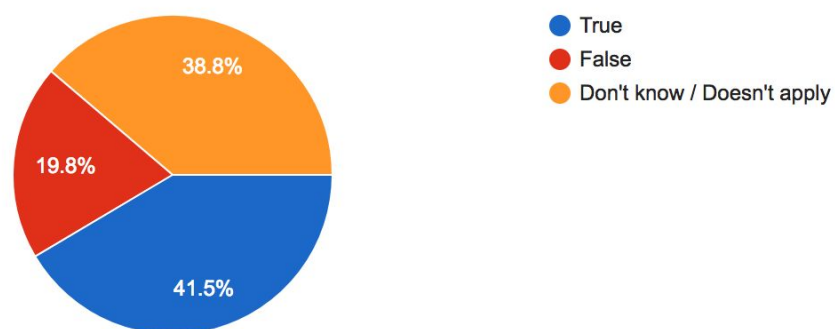
405 responses



Even though the majority have the financial capacity to purchase lunch, fewer believe that AHS lunch offers a good value. Of the students surveyed, just over 40% report that cafeteria food is “worth the money,” 39% report that they “don’t know / doesn’t apply,” and 20% say that the food is not a good value for its price. Only 40% indicate that they believe that buying school lunch saves money compared to other dining options.

The food I purchase from the cafeteria is worth the money:

405 responses



For students on a tight budget, there is evidence that less expensive offerings would encourage more frequent on campus dining.

“I feel the food is too expensive. I choose to find food elsewhere, because I feel as if it is not worth the money.” —Victoria Pras, 12th grade

Many students provided written comments indicating a desire for more ways to make payment, and others expressed frustration with a lack of transparency in the availability of funds in their dining account. For students who are working within tight budget constraints, this can lead to frustration and embarrassment. According to one interviewee:

“Sometimes, when I’m actually there [at the head of the line], they won’t even let me buy food and say ‘pay it later,’ so I’ll be standing in the line for like 15 minutes, and then they will say ‘go away’ instead of actually getting anything [to eat].” —Veronica Brown, 11th grade

This study concludes that greater transparency about account balance, and additional options for processing payment would encourage students to purchase lunch on campus. In addition, providing some lower-cost lunch options might appeal to those who bypass lunch because they may not be able to cover the entire cost.

Conclusions: Purchasing Food

AHS should embrace a significant opportunity to reduce delays, stress, and social friction that students currently associate with the on-campus dining experience. By mitigating long, unorganized, and ineffectively-managed lines, the food services team can remove a key barrier to participation, and remedy a known pain point that limits the number of transactions it can complete, as well as the quality of the experience students report. In addition, students seek greater transparency and control over their payment account. For students on a strict budget, additional awareness and payment options would make lunches more accessible.

Key opportunities to improve the purchasing experience:

- **Explore alternatives that would increase access to food selection and payment points**
- **Explore options to facilitate student pre-ordering**
- **Mitigate long, disorderly lines**
- **Design systems and practices to reduce line cutting**
- **Improve signage to reduce confusion and make purchasing faster**
- **Improve access to students’ account information so they are aware of their purchasing power**

- Allow additional forms of payment both in advance and at point of sale

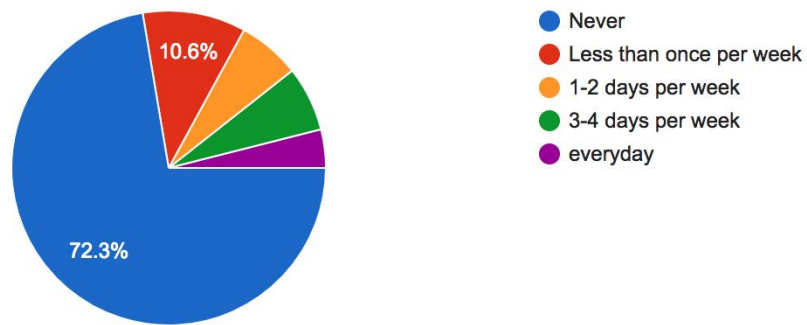
III. EATING FOOD

Students like to eat in small groups in a calm, comfortable, and pleasant environment.

Although many students purchase food in the AHS cafeteria each day, a sizable majority leave the cafeteria to eat lunch elsewhere on or off campus. 72% of students report that they “never” like to eat their lunch inside the cafeteria. A combined 62% report that they eat their lunch “elsewhere on campus.”

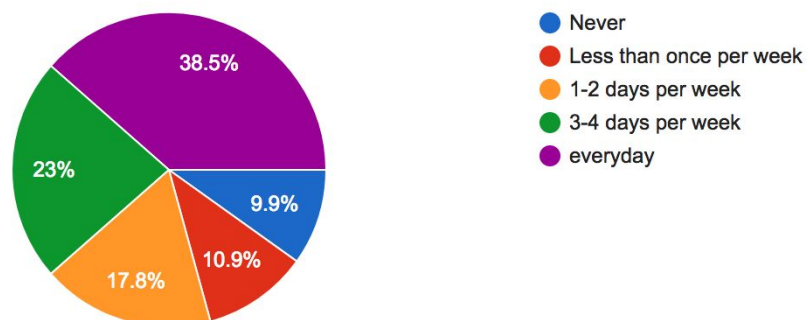
I like to eat my lunch inside the cafeteria:

405 responses



I like to eat my lunch elsewhere on campus:

405 responses



Instead of remaining in the cafeteria, most students dine elsewhere across campus: In hallways, open classrooms, outdoor areas -- anywhere where they can have a moment of relaxing social time with a small group of friends. Some visit nearby Memorial Park to eat and connect with friends during the lunch break. One interviewee explains why she chooses to eat in an arts classroom on campus:

“I feel like for me personally, it’s, like, a safe environment. I just feel really comfortable there, and a lot of my friends are there.”
—Dewa Ayu Larassanti, 12th grade

Despite the lack of furnishings and amenities, **students report a preference to dine in secluded spaces away from the “hectic” and “rowdy” cafeteria.** One interviewee described dining in the hallway (seated on the floor near her classroom) as preferable to the cafeteria dining area, even though the hallway has no tables or chairs:

“It’s kind of more ‘chill’ in the hallways. I feel like [the lack of tables] doesn’t really affect [our choice of location]. It’s more just the space, not how it’s set up at all.” —Maia Lucas, 10th grade

Another elaborated on both the environmental and social desires that drive her choice about where to dine, and why she usually opts for outdoor tables instead of the cafeteria. Regarding the dining setting, she shares her key criteria for choosing where to eat:

“It’s sunny, but there’s still a little bit of shade. It’s not isolated, but it’s not in the middle of everything.” —Tess Mcginley, 11th grade

The same student shared a perspective on her social preference to separate from the crowding of the cafeteria:

“The main thing is just space. You don’t want to have to share a table with another friend group.” —Tess Mcginley, 11th grade

While these preferences may not be universal, this study found that, compared to the large number of students who purchase lunch from the cafeteria, there are not a wide variety of well-provisioned locations on campus to sit down and eat it.

Although students seem willing to improvise, adapt, and vie for top locations, **improving the range and variety of on-campus dining locations could make the decision to purchase AHS lunch more appealing.**



Outdoor seating areas can be better designed to suit student needs and behaviors.

At minimum, the furnishings and amenities that are available should be optimized to suit student need. Additional seating areas, stations with utensils, and waste receptacles in high-density locations on campus could incentivize students to find comfort and appeal in dining on campus, which may encourage students to more frequently opt in to on-campus dining.

Conclusions: Eating Food

Students who dine on campus do not enjoy eating in the cafeteria. Instead, they prefer other locations on campus where they can sit alone or with a small group away from

crowds, noise, and social friction. AHS could further incentivize students to dine on campus by providing a wider range of comfortable, well-provisioned locations that support dining.

Key opportunities to improve the on-campus dining experience:

- **Develop additional support for student dining throughout campus**
- **Optimize spaces, furnishings, and resources that account for student behavior and preferences**
- **Serve portable food: avoid creating and serving menu items that cannot easily be transported to locations outside the cafeteria**
- **Provide trash, food waste, and recycling bins throughout campus, especially in high-density areas where students congregate during lunch**

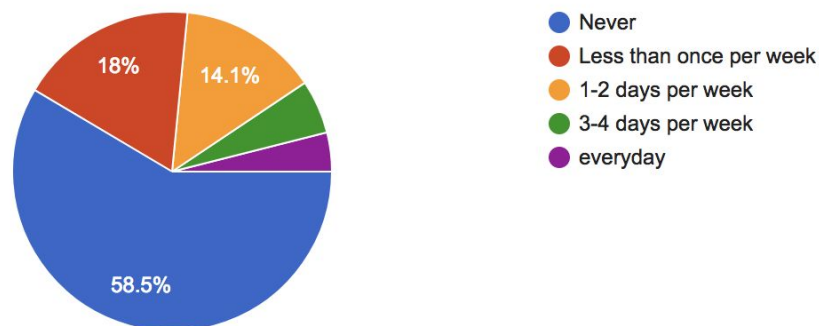
IV. SHARING ABOUT FOOD

Even when students purchase and enjoy school lunch, they don't share much about the experience. This study did not explore the percentage of students who own mobile devices, but it did ask about their use as relates to making food decisions and sharing about food experiences.

Although usage of mobile devices is permitted on campus, 59% of students report that they “never” use their mobile device to make lunch decisions. An additional 18% report doing so less than once per week.

I use my mobile device to make lunch decisions:

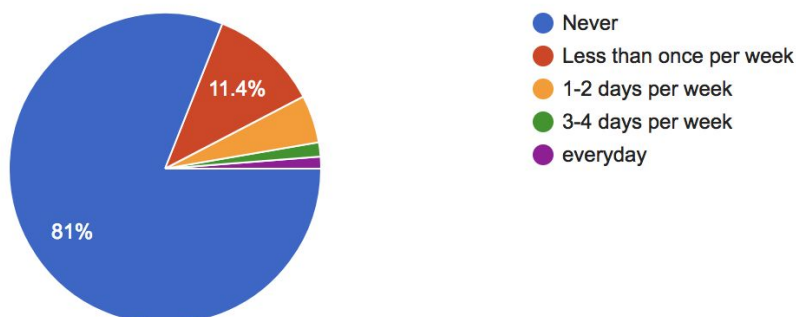
405 responses



Even fewer report that they use social media to share about their daily dining choices. 81% of respondents say they “never” use social media to share info about their meals, and an additional 11% claim they do so less than once per week.

I use social media to share info about my dining choices:

405 responses



Conclusions: Sharing About Food

The visibility of student dining choices and their satisfaction about food is low on social media. While evidence suggests that students do communicate about lunch decisions with peers via mobile devices, there is a significant opportunity for AFS to develop a strategy to promote its offerings via social media, and to incentivize students to participate actively in the promotional process.

Key Opportunities to leverage mobile devices and social media:

- Provide mobile access (via web, social media, or a dedicated app) to student account info and lunch menus
- Develop a promotional strategy that uses social media to increase awareness of on-campus food options
- Incentivize students to share positive experiences about on-campus dining
- Leverage tools such as the Instagram Stories “poll” feature for immediate feedback about new menu items

DINING BY DESIGN: RECOMMENDATIONS

This study concludes that the overall food program at Albany High School is providing students with food options they favor at a competitive cost and with significant convenience compared to off-campus dining. The Director of Food Services and his staff are dedicated to producing high-quality foods and snacks that meet nutritional requirements and suit student tastes. Students generally appreciate the quality and consistency of school lunches.

Because every school day offers a new opportunity for Albany Food Service to either reinforce or disrupt a belief about what student dining can deliver, this report recommends some specific changes that are likely to improve the overall student dining experience, generate new interest in on-campus food options, increase student willingness purchase school lunch, and encourage friends to consider dining on campus.

Priority Recommendations

Improve food access and purchase efficiency.

- Reduce the length and disorder of lunch lines by adding additional access points to food selection and purchase.
 - Add additional point-of-sale terminals
 - Develop an alternative model that does not require significant lines
 - Explore a system that would allow students to pre-order for expedited pick-up
 - Accept additional forms of payment
 - Make self-sorting more efficient with improved signage and display to maximize flow and access to desired items
- Consider redesigning the physical space of the school cafeteria to optimize it for food selection and purchase, even if a redesign reduces the availability of seating for student dining.
- Explore implementing remote or distributed access to lunch foods via additional distribution points on campus.

Promote new offerings.

- Develop new methods to share menu changes and special offers with students:
 - Position satellite display screens in high traffic areas that show daily and upcoming offerings
 - Deliver occasional, creatively-phrased announcements during the daily bulletin
 - Publish menu offerings, specials, and incentives via the web and social media

Additional Recommendations

Add variety. Consider recurring changes to the menu (a rotating weekly special, for example) that will offer students new options and allow for the AFS team to test offerings that may prove

popular and drive increased revenue. Include healthy and vegetarian / vegan options when possible.

Incentivize return visits. Because most students decide on lunch each day, an incentive to select on-campus lunch two days in a row could increase repeat visits while reducing the number of decision points each student confronts.

Incentivize groups. Students dine with friends, and friend groups evaluate options and choose what to eat everyday. Offer an incentive that encourages pairs of students or groups of three to choose on-campus lunch together.

Make lunch “split-able.” Each student lunch meets certain nutritional requirements by law. As a result, each lunch contains some foods that students don’t want, and some foods they wish they could get more of. Provided each lunch meets the nutritional requirements, make it easier for students to adjust portion size and variety by splitting two lunches in a way that suits their specific tastes. This change would make each lunch easier to customize, and reduce food waste.

Make lunch portable. Because students carry food some distance before they consume it, design offerings that are easy to carry without mess or spillage.

Support disbursed student dining. Students dine all over campus. Provide amenities (seating, utensils, refuse receptacles) where students congregate.

DINING BY DESIGN: CONCLUSIONS & NEXT STEPS

Every day, AHS has a new opportunity to generate a high-quality student dining experience, and earn an increasingly favorable reputation that will grow student participation over time. Students seek a wide variety of tasty, healthy foods, pleasant places to dine, and a stress-free experience as they get and eat meals from the cafeteria. As AHS continues to deliver improvements in these areas and promote its best offerings, it can encourage new participants, increase revenue, and support the overall health and happiness of the student body.

Next Steps

This report presents recommendations of varying complexity. Some may be easy to implement in a short period, while others may require significant planning to fully adopt.

To begin the process of improving the AHS student dining experience, the Director of Food Services should establish a collaborative team of key on-site and district-level stakeholders to develop an action plan, complete a budget and cost/benefit analysis, and work with district personnel and other parties (as needed) to support planning and implementation.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

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

**MINUTES FOR REGULAR MEETING
CORNELL ELEMENTARY**

920 Talbot Ave., Albany, CA 94706

Tuesday, April 3, 2018

I. OPENING BUSINESS

A) CALL TO ORDER

President Black called the meeting to order at 7:00 p.m.

B) ROLL CALL

1. Board Members Present: President Black; Vice President Stapleton-Gray; Board Member Blanchard; Board Member Clark; Board Member Trutane; Student Board Member Attanayake; Student Board Member Silwal
2. Staff Present: Superintendent Valerie Williams; Allan Garde, Chief Business Official; Marie Williams, Director III, Curriculum, Instruction, and Assessment; Carrie Nerheim, Director I, Student Services

C) PLEDGE OF ALLEGIANCE

D) READING OF AUSD MISSION & VISION STATEMENT

Student Board Member Attanayake read the AUSD Mission & Vision Statement.

E) APPROVAL OF AGENDA

Agenda Adjustments: Superintendent Williams requested to move *Review and Action Item #9 Board of Education Appointment of the City of Albany Parks and Recreation Commission* up to the first item under Review and Action.

Motion: President Black requested a motion to Approve: *Albany Unified School District Board of Education Agenda for the April 3, 2018 Regular Meeting* with this change. Motion by Board Member Trutane; seconded by Board Member Blanchard. The motion passed unanimously.

F) APPROVAL OF CONSENT CALENDAR

1. Board of Education
 - a) Minutes of the February 27, 2018 Board of Education Meeting
2. Human Resources
 - a) Certificated Personnel Assignment Order And Classified Personnel Assignment Order

3. Curriculum, Instruction, and Assessment
 - a) Independent Contractor Agreement with Berkeley Chess School for Elementary Enrichment Classes at Cornell
4. Student Services
 - a) Williams Quarterly Report

Motion: President Black requested a motion for the *Consent Calendar*. Motion by Board Member Clark to Approve: *Consent Calendar*; seconded by Vice President Stapleton-Gray. The motion passed unanimously.

G) BOARD AND SUPERINTENDENT REPORT

Superintendent Williams reported that she attended the Albany High School Freshmen Forums. This year, rather than using a debate format, two teams worked on a topic to provide information and to answer questions from the audience. There were many topics, but the one she attended was a forum on Guns and the 2nd Amendment. Students prepared well-researched information on gun control laws in different countries, the effects of gun control, and whether these practices could be applied in the US.

Superintendent Williams also encouraged the community to write to local legislators in support of the pending Assembly Bill 2808 (Muratsuchi) and the Special Education Reform Bill 3613.

Board Member Blanchard reported that he attended the Venture Open House that same evening, where they were asked to visit eight proposed marketing activities and provide feedback on them. He looks forward to learning who will win.

Board Member Trutane attended the CNEA Music Festival, a judged competition where the Albany Middle and High School bands performed. She reported that it was very enjoyable and all of the Albany bands received at least an “excellent” rating from the judges, and several received unanimous “superior” ratings.

H) STUDENT BOARD MEMBERS' REPORT

Student Board Members Attanayake and Silwal provided the Board with the Student Board Member Report, which announced some of the upcoming events in various AUSD schools.

Spring Break for Albany Unified School District is April 9th - 13th. There will be no school during the week as teachers and students take a well-deserved break. Have a safe and fun spring break!

The *5th Grade FITNESSGRAM* begins in April. During the month of April, Cornell 5th graders will be participating in the Presidential Youth Fitness Program. The FITNESSGRAM is a statewide fitness assessment for youth, designed to assess aerobic capacity, muscular strength, flexibility, and body composition.

Marin Elementary will be hosting a movie night featuring “COCO” (rated PG), on Friday, April 20th, from 6:00 - 8:00 p.m.

Saturday, April 28th is the *SOULcare for SchoolCARE* fundraising party from 7:30 - 11:30 p.m. This elegant evening will include live music, local beers, delicious cocktails and other good food - all in support of our Albany schools.

The Student Board Members also commented about the Freshmen Forum. This year's innovative program included a change in structure that moved away from the competitive, combative-style debate and toward a more collaborative discussion-based event that encouraged students to find solutions and view both sides of arguments. The freshmen collaborated on issues such as gun control, elderly care, and voting, among other hot topics.

It was also announced that Student Board Member Mahima Silwal will be attending Bryn Mawr College to study Political Science in the fall, and Student Board Member Navin Attanayake will attend the University of Arizona to pursue Mechanical Engineering. Congratulations Mahima and Navin!

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

No one addressed the Board on matters not on the agenda.

J) STAFF REPORT

1. Promoting Safe, Supportive, and Collaborative Environments for all Students and Staff

Carrie Nerheim, Director of Student Services, reported that she recently attended her first Albany Coming Together (ACT) Advisory Committee meeting. The Committee narrowed down to 100 recommendations, many of which had already made progress while some still had research to be done. The next task is for the committee to prioritize 30 of the remaining recommendations to determine which ones to move forward with next. An allocation of funds has been made to the Albany High School principal to be used at her discretion in support of students harmed last spring. Superintendent Williams clarified that the allocation was for students who were affected last spring, and that some of the funds may be used to support the Black Student Union Graduation as well as the Hispanic and Latino Student Organization.

Board Member Blanchard asked about the timelines for this ACT Committee, as well as the for the Board Policy Committee. Superintendent Williams stated that the ACT Committee has 4 meetings this spring. Their objectives are to review the recommendations received, prioritize them, look at what is currently in place and what is in progress, determine areas that need more research, and what should be added. The goal is to provide a three-year action plan that was requested by the Board, and then to present that plan to the Board in June before school is out.

President Black spoke about the Policy Committee, which has met twice so far. The first meeting was more organizational in nature, but the second one, which was recently held, focused on going through policies. They are starting with the policies that were targeted by the ACT Committee such as policies on sexual harassment, bullying, and student discipline. They did a comparison of AUSD's existing policies with the changes recommended by CSBA, which updates policies every year based on changes in law. He noted that some of the policies have major changes, so it will take some time for the committee to get through them all. However, the CSBA changes don't necessarily address the recommendations that came from the ACT Committee, so there will be more work done to address these kinds of issues. There are people who are acting members on both committees with these types of issues specifically in mind.

Board Member Trutane asked for an update on the video project/public service announcement that was part of the approved contract for the facilitator for Albany Coming Together. Superintendent Williams stated that she will present an update to the Board at a future meeting.

2. Special Education Update

Katy Babcock, Director of the Northern Region Special Education Local Plan Area (NR SELPA), provided feedback and suggestions from other SELPAs across California related to issues of paraeducator recruitment, retention, and attendance. There are 130 SELPAs in CA; our SELPA includes Albany Unified School District, Alameda, Berkeley, Piedmont, and Emeryville. Issues of attracting and retaining paraeducators and absenteeism spans across all of the districts in our SELPA, and actually seems to be a universal issue or challenge. She tested her perception by asking her colleagues (134 directors) two questions:

1. Are you struggling with this issue?
2. What are the districts in your SELPAs doing to support paraeducators, or what do you wish could be done?

There was an unanimous positive response to the first question, and Director Babcock shared some of the sample responses to question 2, which were broken up into these three categories, although some overlap a bit:

1. Job Design: raising salaries, longer hours, adding benefits, dividing paras into levels to address challenging student issues, additional stipends, certificates for attendance, changing the job title to Independence Facilitator, recognition and rewards
2. Retention (Professional development): more training, improved, pre-service training, team building between principals/teachers/case managers/paras, train teachers to warmly welcome paras and subs, customer service from HR to paras
3. Recruiting: establish committee specifically to address paraeducator recruiting, retention, and career development; interview candidates monthly, then provide training and career development, then those who pass are processed for placement. Recruitment packets, job fairs, and social media - allow paras to attend and share their perspectives and personal stories to help recruit.

She also shared a comparison of paraeducator compensation among the districts in our NR SELPA. On an annual basis, Albany compares to the other four districts in these ways:

1. Salary only comparisons: Albany: pays \$3,233 more than one other district; \$2,211 less than one district; \$5,096 less than one district; and \$2,701 more than one district.
2. Total Compensation Package: (which includes salary, retirement, and health benefits): Albany pays \$1,259 more than one district; \$7,069 less than one district, \$4,375 less than one district; and \$ 4, 275 more than one district.

The Board and staff discussed the salary comparisons and benefits, and how they pertain specifically to Albany. Benefits at Albany are prorated based on the number of hours of a position worked. For example, if an employee works 90% of a full-time position, then they would receive 90% of their benefits paid by the District. Full medical benefits are paid up to Kaiser family option. Many of the Albany paraeducators are not receiving full benefits because they do not work a full FTE.

Superintendent Williams added that some paras had expressed that they did not want to work on certain days, but many paras have expressed a desire to work full-time, and all would like full benefits. Director Babcock stated that within the NR SELPA, she did not see a correlation between the salary differences and the challenges of paraeducators that were discussed in her report.

Student Board Members both requested a comparison of paraeducator salaries in districts based on regional proximity and distance from Albany and our NR SELPA. For example, El Cerrito and Oakland, who are not included in the NR SELA, as compared to ones farther away. Katy Babcock stated that those numbers are easy to get online and will be happy to look into it. She also reiterated the importance of looking at the salary versus the total compensation and what the needs and desires are. Other factors may be equally impactful to keeping our paras in a district, including how they feel about their level of competency, the level of training provided, their team, and relationship building. The goal is to be able to retain the paras we have and recruit more.

K) REVIEW AND DISCUSSION

1. Adoption of Elementary Instructional Materials: Reading Comprehension

Marie Williams, Director of Curriculum, Instruction, and Assessment, presented the “Units of Study in Reading” as the recommended program to adopt for K-5 reading comprehension, which aligns with the previously adopted “Units of Writing” program. As noted in the Board document, there will be additional costs incurred to build leveled student libraries (i.e. fiction and nonfiction texts at a variety of reading levels), provide professional development, and support ongoing collaboration and coaching. There are funds allocated in the Local Control Accountability Plan to support the implementation of the program. Director Williams described this as a “balanced literacy program” and stated that there will be additional materials to build out the program in the future. The materials for this item will be available for 30 days for public inspection, and it will come back to the Board for approval.

Board Member Clark thanked the teachers who piloted this and stated that he would fully support the program. Director Williams discussed that the program does indeed articulate across grades K-5; however, it is worth noting that in grades K-1, students are learning how to read. President Black also pointed out that under common core, reading comprehension is now very important even in math classes. It was the Board’s consensus to bring this item back to the Board on Consent.

L) REVIEW AND ACTION

1. Board of Education Appointment of the City of Albany Parks and Recreation Commission

**Note that this item was moved up on the Agenda from #9 to #1.*

Vice President Stapleton-Gray noted that the last representative resigned because that person was actually interested in advocating for something, which presented a conflict of interest, so that person chose to step down from the commission. Board Member Blanchard added that the proximity of your residence to a city park where you may be actively engaged in a decision/action can present as a conflict of interest.

Candidate Hillary Sardinas was present at the Board meeting, and President Black asked her to comment on how she would advocate for the students of Albany. Ms. Sardinas described her passion for botany, nature, and entomology, and stated that she would advocate for the science curriculum.

President Black asked Board members to vote for one of the two candidates who had provided their names to the Board. Candidate Hillary Sardines won by 5 to 0.

2. Resolution 2017-18-18: Reduction Of Classified School Services

Superintendent Williams presented this Resolution and stated that all of the positions noted in the resolution are from donated funds or for short-term services received during 2017-18 and are not allocated for the 2018-19 school year. Should the funding become available, then the employees would be hired back based on seniority. She also noted that the paraeducator positions listed are not Special Education paraeducators.

It was clarified by President Black that this situation occurs every year: since the government funding is not sufficient to pay for all of the District's services each year, the District receives public contributions to supplement and pay for things such as these positions. However, the positions cannot be budgeted until the District actually receives the money. Discussion ensued about the funding available for the 2018-19 school year, and Board Members stated that they hoped funds would become available to bring the positions back. Board Member Clark requested that the Board review past minutes to clarify what was previously stated/brought to the Board regarding classified and/or certificate layoffs.

Motion: Board Member Clark moved to Table: *Resolution 2017-18-18: Reduction Of Classified School Services* until the April 24th Board Meeting. The motion was seconded by Board Member Blanchard. The motion passed unanimously.

3. Overnight Field Trip: Albany High School to Northern California State Science Olympiad Tournament in Turlock, California

Marie Williams, Director of Curriculum, Instruction, and Assessment, read an excerpt of an email written by Albany High School teacher, Valerie Risk, describing the Science Olympiad Team requesting to attend this overnight field trip:

This Science Olympiad team started 6 years ago at the Middle School and then moved up to Albany High three years ago. The team went from not placing at the Regional competition in 2015 (their first year), to earning 4th place at Regionals in 2016, to earning 1st place at Regionals and 5th place at State last year! This year they again earned 1st place at Regionals, winning medals in 20 out of 23 events. They have made a reputation for themselves in 3 short years. They have become formidable in competition in an arena with many very competitive schools, both public and private, some of which dedicate extensive resource to Science Olympiad.

Vice President Stapleton-Gray gave a shout out to Albany Middle School for becoming the genesis of this award-winning High School team.

Motion: President Black requested a motion to Approve: *Overnight Field Trip: Albany High School to Northern California State Science Olympiad Tournament in Turlock, California*. Motion by Board Member Trutane; seconded by Board Student Member Attanayake. The motion passed unanimously.

4. Timing and Sequence of Ocean View Elementary and Marin Elementary School Facilities Projects

Allan Garde, Chief Business Official, provided background on this plan as presented in the Board packet. Members of the community, including many Albany teachers, principals, parents, and staff, addressed the Board to ask questions and express their concerns and hopes for this plan. There seemed to be unanimous agreement and support from the community for rebuilding these schools. A large part of the discussion was centered on the issues of renovation versus rebuilding, and temporary housing for students. The Board was urged to consider all of the intended as well as unintended consequences such as student safety, environmental health, convenience for students and parents, equity, traffic, convenience, etc. during construction if we are wanting students to stay on site during construction. Questions and concerns were raised about the cost projections and current actual cost, and the timing of the plan. Concerns that construction costs are rising, money we have in bonds B & E could be spent to achieve this plan. Board members indicated a desire for a defined budget for both projects.

M) EXTEND TIME OF MEETING

Due to the overwhelming feedback from the public and continued discussion with the Board, President Black interjected with a request to extend the meeting 30 minutes to 9:50 p.m.

Motion: Motion to Extend the Meeting by Board Member Blanchard; seconded by Board Member Trutane. Motion passed unanimously.

4. Timing and Sequence of Ocean View Elementary and Marin Elementary School Facilities Projects (Continued)

Public comments and discussion continued. Teachers and community stated that they voted for schools to be rebuilt and not retrofitted. Superintendent Williams stated that she is concerned about young students being near construction sites, and that while there is a need for a District office, she cannot recommend the building of a district office if we cannot rebuild the two elementary schools. With respect to the budget, she added that this is a very collaborative model that works and it can be done if the budget is tightened and closely monitored. Board Member Blanchard recommended endorsing the sequence of the project as presented in the plan, starting at Ocean View and then moving on to Marin. Board Member Trutane suggested to vote on the sequence of projects and then address some of the concerns through the design process and end up with two elementary schools. President Black noted the unanimity of the comments from the audience and that no one had argued against doing any of the project. After almost 2 hours of productive discussion, the Board hashed out a motion to move forward.

Motion: President Black requested a motion to Approve: *The Sequence of Ocean View Elementary and Marin Elementary School Facilities Project as presented in the plan, with the aim to start construction in 2019, but with public conversations around the specifics of the plans to move students and the construction plans*. Motion by Board Member Trutane; seconded by Board Member Blanchard. The motion passed unanimously.

Note: The entire presentation and discussion about *The Timing and Sequence of Ocean View Elementary and Marin Elementary School Facilities Project* can be heard on the [April 3, 2018 BOE Video](#) (starting at 1:05 and ending at 2:55:30).

N) EXTEND TIME OF MEETING

Motion: President Black requested a motion to Extend the Meeting to 10:15 p.m. Motion by Board Member Clark; seconded by Board Member Trutane. Motion passed unanimously.

5. Amendment for Design-Build Services with Alten Construction for the Albany High School Addition Project

Allan Garde, Chief Business Official, introduced Erik Andresen from Alten Construction and Brent Randall from LCA Architects, who presented a silent video of the plan for the AHS addition, and provided some narration. They then discussed the feedback that they have received from the committee. The design team met for 20 hours over the course of 8 meetings to discuss and debate every detail of the project. Some of the details addressed included the large courtyard, which was a main concern to keep in the campus; the addition of staff restrooms, a staff workroom, and some sustainability features; a large Makerspace with an adjoining learning space that can be used as a computer lab; and other features.

The Board discussed briefly this amendment presented for approval, and Allan Garde clarified that it is strictly to incorporate a contract with Alten to remove the Albany High School Amphitheater, and that this contract does not add any additional expense to the project. It was further clarified that security fencing, an important safety feature that Board member Clark requested be added to the final design, is completely separate from this project on the amphitheater removal.

The video of the current design will be posted on the Albany Unified School District website at www.ausdk12.org.

Motion: Board Member Trutane moved to Approve: Amendment for Design-Build Services with Alten Construction for the Albany High School Addition Project. Seconded by Board Member Clark. The motion passed unanimously.

6. Amendment to Derivi Castellanos Architects Agreement to Provide CHPS Commissioning Agent Services for the Albany High School Addition

President Black requested clarification on the difference between “CHPS Commissioning” (as in this contract) and “CHPS consulting” (which is provided in the next contract on the agenda). Allan Garde, Chief Business Official, explained briefly that the CHPS Commissioning agent is focused on developing a schedule from design through construction that ensures all systems and equipment are working properly when the building is complete and one year after the building is in use. Whereas CHPS Consulting is more focused on the CHPS Scorecard and obtaining documentation sufficient to receive all applicable points from the CHPS scorecard. Achieving CHPS Verified Status puts another layer of oversight over the project contractor and project architect.

Motion: President Black requested a motion to Approve: *Amendment to Derivi Castellanos Architects Agreement to Provide CHPS Commissioning Agent Services for the Albany High School Addition*. Motion by Board Member Blanchard; seconded by Board Member Clark. The motion passed unanimously.

7. Independent Contractor Agreement for CHPS Consulting Services with Greenwood Consulting Group for the Albany High School Addition Project

There was no discussion on this item since it was addressed in the previous item.

Motion: Motion by Board Member Clark to Approve: *Independent Contractor Agreement for CHPS Consulting Services with Greenwood Consulting Group for the Albany High School Addition Project*. Motion seconded by Board Member Blanchard. The motion passed unanimously.

8. Amendment to Derivi Castellanos Architects Agreement to Provide Project Management Services for General Maintenance and Facilities Support

Superintendent Williams discussed the need to have an interim consultant in the absence of Chief Business Officer Allan Garde, who will be resigning from Albany Unified School District on April 13, 2018. This contract is for general maintenance and facilities support. The goal is to offset the cost of the contract by the cost savings of not having a Chief Business Official.

Motion: President Black requested a motion. Board Member Trutane moved to Accept: *Amendment to Derivi Castellanos Architects Agreement to Provide Project Management Services for General Maintenance and Facilities Support*. Seconded by Vice President Stapleton-Gray. The motion passed unanimously.

9. Independent Contractor Agreement with Ryland School Business Consulting for General Financial Services Support

Superintendent Williams stated that this consultant is critical to provide short-term needs such as the development of the 2018-2019 Budget for Adoption in June 2018; aligning the budget with the adoption of the Local Control Accountability Plan; helping with Board Presentations related to Business; general financial analysis and projections; and assisting with general day-to-day financial operations of the school district.

Motion: Board Member Blanchard moved to Approve: *Independent Contractor Agreement with Ryland School Business Consulting for General Financial Services Support*. Motion seconded by Board Member Trutane. The motion passed unanimously.

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- Public Discussion of Options (also includes cost of retrofitting)
- Temporary Housing for Students
- Retrieve Minutes from previous Board Meeting regarding Classified Layoffs (December-January)

II. ADJOURNMENT

The Board adjourned the meeting at 10:30 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
April 24, 2018	7:00 – 9:30 p.m.	Albany City Hall
May 8, 2018	7:00 – 9:30 p.m.	Albany City Hall

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

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

MINUTES FOR REGULAR MEETING

ALBANY CITY HALL

Tuesday, April 24, 2018

I. OPENING BUSINESS

A) CALL TO ORDER

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

B) ROLL CALL

1. Board Members Present: President Black, Vice President Stapleton-Gray, Board Member Blanchard, Board Member Clark, and Board Member Trutane.
2. Staff Members Present: Superintendent Valerie Williams

C) IDENTIFY CLOSED SESSION PURSUANT TO SECTION III BELOW

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

III. CLOSED SESSION

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

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

B) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:

- Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): 1 Case

IV. OPEN SESSION

A) CALL TO ORDER (Reconvene to Open Session)

President Black called the meeting to order at 7:10 p.m.

B) ROLL CALL

1. Board Members Present: President Black, Vice President Stapleton-Gray, Board Member Blanchard, Board Member Clark, Board Member Trutane, and Student Board Member Silwal

2. Excused: Student Board Member Attanayake
3. Staff Present: Superintendent Valerie Williams; Marie Williams, Director III, Curriculum, Instruction, and Assessment; Carrie Nerheim, Director I, Student Services; and Cynthia Attiyeh, Director III, Human Resources
4. Excused: Diane Marie, Director of Special Education

C) PLEDGE OF ALLEGIANCE

D) READING OF THE AUSD MISSION & VISION STATEMENT

E) REPORT OF ACTION TAKEN IN CLOSED SESSION

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

F) APPROVAL OF AGENDA

Motion: President Black requested a motion to Approve: *Albany Unified School District Board of Education Agenda for the April 24, 2018 Regular Meeting*. Motion by Board Member Trutane; seconded by Board Member Blanchard. The motion passed unanimously.

G) SCHOOL SPOTLIGHT: Albany Children's Center

Anna Mansker, Principal of Albany Children's Center (ACC), presented a slideshow on their ***No Place For Hate Certification***. ***No Place For Hate*** provides an organizing framework for combating bias and honoring diversity, inclusion, and harmony. In order to achieve their certification, they needed to accomplish at least three main activities, which were coordinated with other schools in the district. ACC participated in many activities; the three main activities included:

1. Celebrated Unity Day on October 25, 2017 with classroom lessons on kindness, a student-and-staff-signed Unity Pledge, and a community unity Sing on the playground. All staff and students wore orange to celebrate diversity, acceptance, and inclusion, and to symbolize a united front against hatred and bullying.
2. Continuous learning: A World of Difference curriculum was adopted in the preschool and TK classrooms.
3. Hosted a *Love Parade and Community Sing* on March 14, 2018 in solidarity with students across the nation to advocate for stricter gun control laws and safe schools.

Albany Children's Center was one of five school districts in the Bay Area that had preschool classrooms participate in the ***No Place For Hate Certification***, and the only child development center that has received this certification.

H) APPROVAL OF CONSENT CALENDAR

1. Board of Education
 - a) Minutes of the March 13, 2018 Board of Education Meeting
 - b) Minutes of the March 27, 2018 Board of Education Meeting
2. Human Resources
 - a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order

3. Curriculum, Instruction, and Assessment

a) Overnight/Outdoor Education Field Trip: Ocean View to YMCA Camp Campbell in 2019

Motion: President Black requested a motion on the *Consent Calendar*. Board Member Trutane moved to Approve: *Consent Calendar*; seconded by Board Member Blanchard. The motion passed unanimously.

I) BOARD AND SUPERINTENDENT REPORT

Superintendent Williams provided a brief update on the Berkeley City College Memorandum of Understanding (MOU). Both parties have been working on a revised MOU and she hopes to bring the Berkeley City College-AUSD Teacher Preparation Pipeline program back to the Board in May. She also announced two upcoming events: Albany Middle School will hold their Open House on Thursday, April 26th, and the Albany Education Foundation *Scoops for Schools* is on Sunday, April 29th. This event is a great way to thank the community for all that it's done for the Albany schools. She will be there scooping ice cream!

Board Member Trutane reported that the Board of Education has been making a concerted effort to interact more with the Albany High students. Accordingly, some Board members have been meeting at lunch time to discuss various issues and topics. They have had four meetings this year; the most recent one on April 5th, which she attended along with Board Member Clark and Student Board Members Attanayake and Silwal. She stated that the meetings seem to be more well-attended when there is a specific topic to discuss, rather than when the meetings are open-ended discussions. Therefore, they will modify their plan next year to attend student club meetings and then hold themed forums.

J) STUDENT BOARD MEMBERS' REPORT

Student Board Member Silwal provided the Board with the Student Board Member Report, which highlighted some of the recent and upcoming events in various AUSD schools.

Recent events included:

- Albany High's very own Band teacher, Craig Bryant, was announced as a finalist for this year's *NBC Sports Bay Area All-Star Teacher Award*. The winning teacher's school receives \$20,000. Help Mr. Bryant and Albany High by casting your vote online now through June 1st. Congratulations Mr. Bryant!
- Saturday, April 21st was *STEAM Day* at Marin Elementary. Students enjoyed a laser beam show with synchronized music, coding, robotics, stop-motion animation film making, and much more.
- Tuesday April 24th was *Albany High's Feminist Club* hosted author *Peggy Orenstein* for a Q&A session during lunch.

Upcoming events include:

- The Ocean View PTA will hold a *fundraiser at Farm Burger* on Wednesday April 25th from 5-9:00 . Drop by anytime between 5:00 - 9:00 p.m. to enjoy great food, meet Ocean View families, and support the Ocean View PTA.
- Friday, April 27th is the *2nd Annual Albany Athletics Boosters Pasta Dinner* at the Albany Veterans Memorial Hall from 6:00 - 9:00 p.m. All proceeds will benefit the AHS/AMS athletic teams and AHS leadership. Come enjoy this community building event while raising funds for Albany sports.
- Sunday, April 29th, is *Scoops for Schools*, the Albany Education Foundation's annual free ice cream social at the Albany Community Center from 2:00 - 5:00 p.m. Musicians from Albany schools will be

performing, free ice cream will be served, and donations to the fabulous fine arts programs will be accepted.

Vice President Stapleton-Gray added that voting for Mr. Bryant can be done online every day!

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

Several community members spoke to express disapproval of the District having settled lawsuits brought by students who felt they were disciplined unfairly in regards to the Instagram incident last Spring. A group of parents presented the District with a list of demands. The Board instructed staff to examine the list and report back to the Board on how the District can respond.

To watch the video, please visit the AUSD website or click: [April 24, 2018 BOE Video](#) (25:30 -1:18:05).

L) STAFF REPORT

1. Promoting Safe, Supportive, and Collaborative Environments for all Students and Staff

Carrie Nerheim, Director of Student Services, presented a report on the Active Shooter Training that the Albany Administration attended on April 6, 2018. She stated that “the team that attended will meet in the near future to discuss their takeaways and how they plan to strengthen active shooter protocols and preparedness at individual school sites and across the district.”

The Board held a brief discussion about the safety of classroom doors in the Albany Middle School annex (currently under construction) and the Albany High School addition (soon to be built).

Superintendent Williams stated that the doors will be lockable from the inside, and that the plan is to be moving to a keyless entry system.

2. Local Control Accountability Plan

Marie Williams, Director of Curriculum, Instruction, and Assessment, highlighted three areas in her update: stakeholder input process that has been ongoing since March; an annual update on the process for the LCAP; and a report on the progress made in achieving 2017-2018 LCAP goals. All stakeholder input feedback received to date has been recorded as is; Director Williams confirmed that none of the data has been synthesized or summarized—it is all there and there are duplicates. President Black confirmed that he had read it all and saw many duplicate responses. Input can be provided and received through the online survey located on the AUSD website until the deadline of April 30. Director Williams stated that input would be received after that deadline, but encouraged the public to submit it by then.

A member of the community addressed a question (posed by a stakeholder): “what really is bullying?” and stressed that bullying is an issue that should definitely be in the LCAP, and should stand out. There are many issues at the middle school that are not being brought to light. Parents need resources from the schools and District.

President Black clarified that the responses found in the document were comments made by adults in response to what they have seen or experienced. He added that the District and Board need to be clear

about what bullying is, and stressed that if the feedback the District and the Board receives from stakeholders does not align with the mission, vision, and strategic plans of the District, then we need to rethink the mission, vision, and plan. The Board discussed this notion of how to adequately assess these goals and how to keep focused on the goals. Board Member Clark commented that the goals seem to be more related to academic outcomes and less on addressing the whole child. A teacher commented about school safety and the safe shooter plan and stated that the only way to prevent shootings when the kids are older is to address things when the students are small.

M) REVIEW AND ACTION

1. Resolution 2017-18-18: Reduction of Classified School Services

Superintendent Williams introduced this item that was previously tabled at the April 3, 2018 Board Meeting. Vice President Stapleton-Gray clarified that this funding is intermittent; every year we have funding and allocate it for certain positions, but we cannot guarantee this funding each year, so every year we go through this cycle. President Black added that these specific positions are largely funded by contributions and since the money has not yet been received for next year, by law the District is required to provide separation notices to the employees. Schools are grossly underfunded in the state of California (45th-48th in the nation). A SchoolCARE representative stated that it would be nice if we didn't see these positions every year. Board Member Blanchard stated for the record that this is a 15 year-old history. Prior to 15 years ago, these positions were part of the District budget, and earlier rounds of budget shortfalls led to difficult decisions about which positions would be cut. Fortunately, the community of Albany has stepped forward to pay for these positions time and time again, and it is very much appreciated.

Motion: Vice President Stapleton-Gray moved to Pass: *Resolution 2017-18-18: Reduction of Classified School Services*. Seconded by Board Member Trutane. The motion passed unanimously.

2. Declaration of Need for Fully Qualified Educators

Superintendent Williams explained this item is in the event that the District would need to hire emergency credentialed teachers; the District is not saying that they need to hire now. It was clarified that "qualified educators" means certificated teachers, not paraeducators.

Motion: President Black requested a motion to Approve: *Declaration of Need for Fully Qualified Educators*. Motion by Board Member Clark; seconded by Vice President Stapleton-Gray. The motion passed unanimously.

N) NEED TO EXTEND MEETING

President Black requested a motion to extend the meeting.

Motion by Vice President Stapleton-Gray to Extend the Meeting 30 minutes to 9:30 p.m. Seconded by Board Member Trutane.

3. Job Description: Product Development Assistant

Superintendent Williams described the job description as presented in the board packet and stated that Clell Hoffman, Director of Food Services was unavailable to attend the Board meeting that evening.

Board Members stated their discomfort and concern with creating a new position with new costs, and the idea of hiring someone at the District. Cynthia Attiyeh, Director of Human Resources, clarified that the purpose of this item is to approve a job description. She explained that this job description would be posted internally with the hopes that a current employee would take the position. If it is filled internally, then they would not necessarily backfill the vacated position.

Board members, staff, and members of the community discussed the idea of approving this job description versus filling a position, and the possibility of incurring new costs. Director Attiyeh reminded the Board that the money for this job description is not from the General fund but from the Cafeteria fund, and that the purpose or goal of this is to raise revenue so that there would be no encroachment on the general fund. Board members explained that if the Cafeteria fund runs in the red then the General fund would be obligated to cover the expense.

A member of the community expressed concern and issues with the food services department, and urged the Board to make this position based on experience with the salary proposed. Director Attiyeh made a clarification about the proposed salary range in the job description. This amount includes the hourly salary plus the cost of statutory benefits, plus the high end of what the district offers as medical benefits. Additionally, the salary schedule posted on the AUSD website includes six columns of salaries that are based on experience, so someone with no experience would be on the lower column and someone with more experience would be on the higher column.

President Black suggested that the Board could approve this job description and then provide direction to staff with the caveat that it would not be an additional position. After continued discussion about whether or not to approve the job description and provide instruction to staff not to fill the position, the general consensus from the Board was to table this item until the next Board Meeting, at which time Clell Hoffman, the Director of Food Services, will be present and can address questions and concerns.

Motion: Board Member Clark moved to Table: Job Description: Product Development Assistant until the next Board meeting on May 8, 2018. Seconded by Board Member Blanchard. The motion passed unanimously.

4. Independent Contractor Services Agreement with Sara Wicht, Wicht Consulting

Superintendent Williams reminded the Board that Sara Wicht was one of the facilitators and a trainer at the Museum of Tolerance who provided the Tools for Tolerance training to AUSD in February of 2018.

President Black stated that he is very happy to see that the District is moving forward with this type of sensitivity training. A member of the community reiterated a concern that once this training is received the teachers will not have enough time to incorporate it into classrooms, especially in History classes, and is eager to see how this will be rolled into classroom curriculum.

Superintendent Williams stated that teachers may have the tools, but with this trainer, they will actually learn how to use the tools. Sara Wicht will teach teachers how to use the tools in the classrooms.

Motion: Board Member Trutane moved to Approve: *Independent Contractor Services Agreement with Sara Wicht, Wicht Consulting*. The motion was seconded by Board Member Clark. The motion passed unanimously.

5. Resolution 2017-18-19: California Schools & Local Communities Funding Act of 2018

Superintendent Williams introduced the Resolution by first recognizing that this all started off as a labor of love with Board Member Trutane, who has been a true advocate for educational funding. Superintendent Williams described the Resolution as outlined in the Board packet.

Motion: Board Member Clark made a motion to Approve: *Resolution 2017-18-19: California Schools & Local Communities Funding Act of 2018*. The motion was seconded by Board Member Trutane and passed unanimously.

6. Amendment for Design-Build Services with Rodan Builders for the Albany Middle School Annex Project With Guaranteed Maximum Price (GMP)

Superintendent Williams presented this Amendment. There were no questions or comments.

Motion: President Black requested a motion to Approve: *Amendment for Design-Build Services with Rodan Builders for the Albany Middle School Annex Project With Guaranteed Maximum Price (GMP)*. Motion by Board Member Blanchard; seconded by Board Member Trutane. The motion passed unanimously.

7. Amendment with A3GEO for Geotechnical Engineering Services for the Albany Middle School Annex

Superintendent Williams presented this Amendment. President Black asked for clarification that even with this amendment we would still be within the budget for Geotechnical Engineering. Superintendent Williams confirmed that to be correct.

Motion: President Black moved to Approve: *Amendment with A3GEO for Geotechnical Engineering Services for the Albany Middle School Annex*. The motion was seconded by Board Member Clark and passed unanimously.

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- Resolution on Voting Methods
- Evaluation by Staff and then an agendized item for the list of demands received this evening.
- Re-agendize the Job Description: Product Development Assistant
- Board Member Clark requested an update on the minimum wage increase that he requested be agendized. Superintendent Williams stated that this would be under Closed Session, but she is waiting for legal to respond on when they could be available to discuss it.
- Vice President Stapleton-Gray suggested that when the list of demands is agendized, it may also be a good time for Board Members to be able to express their opinions on interaction with the public. He noted, for the record, that his contact information is available to the public and invited anyone, including victims of the Instagram account, or otherwise affected by it, to talk to him at any time.

V. ADJOURNMENT

The Board adjourned the meeting at 9:30 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
May 8, 2018	7:00 – 9:30 p.m.	Albany City Hall
May 15, 2018: Special Meeting: Work Study Session	7:00 – 9:30 p.m.	Ocean View Elementary - MultiPurpose Room
May 22, 2018	7:00 – 9:30 p.m.	Albany City Hall

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Personnel Assignment Order: Pending Approval

BOE Meeting 5/8/2018

Class Certificated

Category: Leave

<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>
Librarian	Oremland, Sara		AHS	1.0 FTE	8/24/18	6/14/19	Approve	
Teacher	Gold, Tomas		ACC	1.0 FTE	8/24/18	6/14/19	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>
School Nurse	Meng, Monica		DW	.6 FTE	4/17/18		Approve	GF
Substitute Teacher	Kerlin, Jutta		DW	\$140.00/day	4/16/18		Approve	GF
Substitute Teacher	Shure, Celia		DW	\$140.00/day	4/30/18		Approve	GF
Teacher	Slattery, Natalie		CO	.8 FTE	8/24/18		Approve	GF

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>
Teacher	Ross, Justin		AHS	1.0 FTE	6/15/18		Approve	

Monday, April 30, 2018

Page 1 of 3

BOE Meeting 5/8/2018

Class Classified

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>
Coach, Asst. Swim	Kowalewski, Claire		AHS	\$2,946.06	17/18 SY		Approve	GF
Coach, Asst. Wrestling	Simon, Anthony		AMS	\$1,964.04	17/18 SY		Approve	GF
Coach, Head JV Baseball	Anderson, John		AHS	\$2,209.54	17/18 SY		Approve	GF
Coach, Head Track and Field	Wallace, Jack		AHS	\$3,387.97	17/18 SY		Approve	GF
Coach, Head Var. Softball	Henderson, Julie	Share w/Orama	AHS	\$1,887.97	17/18 SY		Approve	GF

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>
Coach, Asst. Wrestling	Griffin, Jason				2/2/18		Approve	
Secretary II	Tambakos, Felina		MAC	.5 FTE	6/30/18		Approve	
Student Services Coordinator	Thio, Claudia		DO	1.0 FTE	5/2/18		Approve	

Class Uncompensated Service

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>
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BOE Meeting **5/8/2018**

Clark, Andrew

Hogan, Kathryn

Jain, Anjali

Lewis, Deborah

Souza, Monica

Sparling, Kent

Stucky, Matt

ReqPay12c

Board Report

March 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
10861939	03/30/2018	CHERYL A. COTTON	Cancelled			46.17 *
		Cancelled on 03/29/2018, Cancel Register # PM180403				
10862017	03/30/2018	Graham G. Woolley	Cancelled			454.61 *
		Cancelled on 04/16/2018, Cancel Register # PM180417				
51048147	03/02/2018	ACADEMIC THERAPY PUBLICATIONS	010-4300	SPECIAL EDUCATION TEST KITS		422.55
51048148	03/02/2018	ACSIG - VISION INSURANCE	010-9534	03/18 VISION		11,446.40
51048149	03/02/2018	ALHAMBRA	010-4300	DISTRICT OFFICE WATER DELIVERY	51.93	
			130-4700	FOOD SERVICE WATER DELIVERY	22.41	74.34
51048150	03/02/2018	ALLIED CONSTRUCTION	010-5670	DISTRICT WIDE ROOFING WORK		1,220.00
51048151	03/02/2018	ALPHA VISTA SERVICES, INC.	010-5825	PSYCHOLOGICAL SERVICES		12,920.00
51048152	03/02/2018	AQUA SOURCE	010-5670	AAC SERVICE/REPAIRS		240.00
51048153	03/02/2018	ARROW GLASS COMPANY	010-4300	DISTRICT WINDOW REPAIRS/REPLACEMENTS		1,138.71
51048154	03/02/2018	AT&T	010-5930	01/19-02/18 SERVICE	2,404.64	
			120-5930	01/19-02/18 SERVICE	18.71	2,423.35
51048155	03/02/2018	AUSD REVOLVING FUND	010-5838	LIVE SCAN FEES	520.00	
			010-8699	RETURNED CK# 1004 & 1001	130.00	650.00
51048156	03/02/2018	AUTOMATIC RESPONSE SYSTEMS	010-5800	DISTRICT OFFICE SHREDDING SERVICE		75.00
51048157	03/02/2018	BATTALION ONE	010-5670	DISTRICT FIRE ALARM SERVICE & REPAIR		1,090.00
51048158	03/02/2018	CAS Inspections, Inc. Neil Brodhead	211-6261	INSPECTOR OF RECORD SERVICES - AMS ANNEX PROJ		14,400.00
51048159	03/02/2018	CDW GOVERNMENT INC	010-4300	CHROMEBOXES FOR AHS LIBRARY		2,586.36
51048160	03/02/2018	CLIENT ADVANTAGE	010-5800	17/18 PHASE II COPIER/PRINT CONSULTING		1,865.43
51048161	03/02/2018	COPY EXPRESS	010-4300	AMS PRINTING SERVICES	186.57	
			010-5870	CIA PRINTING SERVICES	758.71	945.28
51048162	03/02/2018	CREST/GOOD MFG. CO.	010-4300	DISTRICT PLUMBING SUPPLIES		752.92
51048163	03/02/2018	DELTA DENTAL CLIENT SERVICES - NORTH	010-9534	03/18 DELTA DENTAL		8,005.93
51048164	03/02/2018	BANKCARD CENTER	010-4300	"SECRETS" of Superhero Vowels Bundle! - TK	17.50	
				AHS ART SUPPLIES	228.84	
				AMS CLASSROOM BOOKS	84.36	
				AMS CREDIT CARD EXPENSES	374.00	
				AMS DVDS	65.35	
				AHS MAILCHIMP, MAINT FAN MOTOR	1,031.16	
				AMS NAME BADGE & LANYARDS	42.79	

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51048164	03/02/2018	BANKCARD CENTER	010-4300	BLUETOOTH RECEIVER - AHS	15.35	
				CO BOOK-NO MORE INDEPENDENT	15.83	
				READING W/O SUPPORT		
				CORNELL SUPPLIES	62.15	
				DONATION - AHS APP TECH SUPPLIES	79.19	
				DONATION - CORNELL CLASSROOM	218.92	
				BOOKS		
				DONATION - CORNELL CLASSROOM	27.43	
				TIMER		
				DONATION - CORNELL IPAD CASES	1,146.98	
				DONATION - CRAFT BAGS FOR CORNELL CLASSROOM	24.44	
				MARIN SAFETY HOODIES	141.76	
				MARIN WHITE NOISE MACHINE	54.82	
				REALIDADES B - AMS BOOKS	44.96	
				REMOVABLE VINYL MEASURING TAPE	127.84	
				STICKERS - AHS		
				SCRIPPS WORD CLUB SEASON PASS	29.99	
				FOR AMS STUDENT		
				SHARPS CONTAINER FOR AMS NURSE'S OFFICE	10.59	
				TIMER FOR AMS MUSIC	6.31	
				WATER DELIVERY - AMS PORTABLES	178.04	
			010-4305	MEETING SUPPLIES	11.51	
			010-5200	CIA CREDIT CARD EXPENSES	1,150.62	
				TRAVEL EXPENSES	9.00	
51048165	03/02/2018	PARENT	010-5810	CASBO BUDGETING WORKSHOP - FOHNER	255.00	
				CI&A CREDIT CARD EXPENSES	77.91	
				17/18 CORNELL PICNIC	318.00	
				AHS 01/27 TRANSPORTATION TO FOLSOM JAZZ FEST	1,355.00	
			120-4300	ADDITIONAL TICKET FOR AMS MUSEUM TRIP	21.00	
				ACC CLASSROOM	144.12	
			010-5827	CATERPILLAR/BUTTERFLY KITS		
				* TRAVEL EXPENSES		467.27

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51048166	03/02/2018	FLINN SCIENTIFIC	010-4300	AMS SCIENCE SUPPLIES		93.65
51048167	03/02/2018	FOLLETT SCHOOL SOLUTIONS INC	010-4300	DONATION - CORNELL LIBRARY BARCODES		107.82
51048168	03/02/2018	ALLAN GARDE C/O DISTRICT OFFICE	010-4315	08/08-02/12 MILEAGE REIMB		541.26
51048169	03/02/2018	GRANICUS, INC.	010-5825	MINUTES MAKER		140.00
51048170	03/02/2018	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		359.10
51048171	03/02/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	MARIN COPIER USAGE	104.49	
				OCEAN VIEW COPIER USAGE	204.52	309.01
51048172	03/02/2018	LANER ELECTRIC SUPPLY CO INC	010-4300	DISTRICT ELECTRICAL SUPPLIES / HARDWARE		140.22
51048173	03/02/2018	LINCOLN AQUATICS	010-4300	AAC SUPPLIES		796.79
51048174	03/02/2018	MARINA MECHANICAL	010-5670	DISTRICT HVAC REPAIRS		335.38
51048175	03/02/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	(9035) TRANSPORTATION FOR AHS ATHLETICS		2,458.75
51048176	03/02/2018	MICHELE MOORE	010-5825	SERVICES & ASSESSMENTS FOR VISUALLY IMPAIRED		312.50
51048177	03/02/2018	NEOFUNDS BY NEOPOST	010-5910	AMS POSTAGE		500.00
51048178	03/02/2018	OFFICE DEPOT	010-4300	D.O. SUPPLIES	71.55	
				DONATION - CORNELL SUPPLIES	1,228.76	1,300.31
51048179	03/02/2018	MANJIRI PATKAR C/O ACC	010-5200	REIMB FOR TRAVEL EXPENSES		511.26
51048180	03/02/2018	PG&E	010-5520	01/19-02/19 SERVICE	57.92	
				01/22-02/20 SERVICE	1,795.75	
			120-5520	01/22-02/20 SERVICE	57.19	1,910.86
51048181	03/02/2018	PROCARE THERAPY, INC.	010-5800	DISTRICT NURSE		2,700.00
51048182	03/02/2018	Wille Electric Supply Co., Inc .	010-4300	DISTRICT ELECTRICAL SUPPLIES		1,682.06
51048183	03/02/2018	PABLO E. SANCHEZ	010-5800	DISTRICT LANDSCAPING		3,900.00
51048184	03/02/2018	SCHOOL OUTFITTERS	140-4400	MARIN CAFETERIA TABLES		4,396.13
51048185	03/02/2018	JULIE SEN C/O DISTRICT OFFICE	010-4300	REIMB FOR CURRICULUM MEETING SUPPLIES		16.43
51048186	03/02/2018	SOUTHEASTERN HEATING AND AIR CONDITIONING	010-5670	AAC REPAIR		1,253.75
51048187	03/02/2018	SUNESYS, LLC	010-5800	03/18 SERVICE		1,724.86
51048188	03/02/2018	SVA ARCHITECTS, INC.	212-6231	AMS ANNEX PROJECT FEE- BID DEVELOPMENT		2,000.00
51048189	03/02/2018	VINTAGE CONTRACTORS, INC.	010-5670	TRACK & FIELD REPAIR		2,060.00
51048190	03/02/2018	PARENT	010-5827	* ACADEMIC SERVICES		12,900.00
51048191	03/02/2018	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT PORTABLE RENT		3,746.70
51048869	03/05/2018	AMERICAN STAGE TOURS	010-5810	TRANSPORTATION FOR AHS JAZZ TRIP TO MONTEREY		2,490.00

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51048870	03/05/2018	BANCROFT CENTER INC.	010-5621	DISTRICT OFFICE LEASE		7,545.00
51048871	03/05/2018	Musictrip.com Inc.	010-5810	AHS BAND PERFORMANCES, WORKSHOP & CONCERT IN SOUTHERN CA		22,200.00
51048872	03/05/2018	PENINSULA TOUR	010-5810	TRANSPORTATION FOR AHS WIND ENSEMBLE TO SONOMA STATE		1,566.00
51048873	03/05/2018	PORTOLA HOTEL & SPA MONTEREY BAY	Cancelled	HOTEL STAY - AHS JAZZ TRIP TO MONTEREY		3,831.12 *
Cancelled on 04/25/2018, Cancel Register # AP04252018						
51049027	03/07/2018	ACSIG - DELTA DENTAL	010-9534	03/18 COBRA DENTAL	632.90	
				03/18 DENTAL	41,387.90	42,020.80
51049028	03/07/2018	ACSIG	010-5450	17/18 PROPERTY/LIABILITY INS - FINAL 50%	125,806.00	
			010-9536	17/18 WORKER'S COMPENSATION INS - FINAL 50%	376,311.00	502,117.00
51049029	03/07/2018	ALBANY FORD-SUBARU	010-5670	MAINT TRUCK MIRROR REPAIR		339.04
51049030	03/07/2018	ALBANY TIRE SERVICE	010-5670	DISTRICT VEHICLE MAINT/SERVICE		1,085.24
51049031	03/07/2018	AUS WEST LOCKBOX	130-5800	MOP & TOWEL SERVICE		70.00
51049032	03/07/2018	AUSD REVOLVING FUND	010-5810	DISNEY TICKETS - 04/07/18 AHS MUSIC TRIP / STOCKER		20,290.00
51049033	03/07/2018	BART GROUP SALES	010-5810	AMS STUDENT TICKETS		243.00
51049034	03/07/2018	BATTALION ONE	010-5670	DISTRICT FIRE ALARM SERVICE & REPAIR		320.00
51049035	03/07/2018	BEYOND THE CLASSROOM	010-5825	SPECIALIZED ACADEMIC INSTRUCTION, AUDIOLOGY MAINT		565.50
51049036	03/07/2018	BLICK ART MATERIALS	010-4300	DONATION - MARIN CLASSROOM ART SUPPLIES		303.79
51049037	03/07/2018	BONAMI BAKING	130-4700	BREAD		148.00
51049038	03/07/2018	PARENT	010-5827	* ACADEMIC SERVICES		11,200.00
51049039	03/07/2018	CAS Inspections, Inc. Neil Brodhead	211-6261	INSPECTOR OF RECORD SERVICES - AMS ANNEX PROJ		14,400.00
51049040	03/07/2018	CIWA	010-5800	SENSOR TRACKING FOR DISTRICT GARBAGE BINS		1,000.00
51049041	03/07/2018	CREST/GOOD MFG. CO.	010-4300	DISTRICT PLUMBING SUPPLIES		77.17
51049042	03/07/2018	CRYSTAL CREAMERY	130-4700	17/18 DAIRY		714.74
51049043	03/07/2018	CULTURE SHOCK YOGURT	130-4700	FROZEN YOGURT		128.40
51049044	03/07/2018	DANIELSEN	130-4700	FOOD & SUPPLIES	1,250.03	
			130-4710	FOOD & SUPPLIES	68.25	1,318.28

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51049045	03/07/2018	DERIVI CASTELLANOS ARCHITECTS	140-6231	09/17-12/17 BID DOCS FOR AMS SDC RESTROOM	515.00	
			212-6265	ARCHITECTURAL SERVICES - AMS	16,837.60	17,352.60
51049046	03/07/2018	DISCOUNT SCHOOL SUPPLY	010-4300	TK CLASSROOM SUPPLIES	32.74	
			120-4300	MARIN TUPELO SUPPLIES	2,364.89	2,397.63
51049047	03/07/2018	FALTZ ASSOCIATES INC.	010-5825	SPEECH THERAPY SERVICES		242.50
51049048	03/07/2018	FOLLETT SCHOOL SOLUTIONS INC	010-5830	04/01-03/31 LIBRARY RENEWAL		5,250.00
51049049	03/07/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		647.65
51049050	03/07/2018	GOLD STAR FOODS	130-4700	FOOD		775.08
51049051	03/07/2018	GOPHER SPORTS	010-4300	AMS TETHERBALLS		146.00
51049052	03/07/2018	Hayes Distributing Inc.	130-4700	FOOD		1,802.08
51049053	03/07/2018	HELPSYSTEMS	010-5830	LICENSES		717.91
51049054	03/07/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	833.93	
			120-4300	ACC CUSTODIAL SUPPLIES	1,347.69	2,181.62
51049055	03/07/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS COPIER USAGE	804.36	
			120-5610	ACC COPIER USAGE	145.18	949.54
51049056	03/07/2018	LINCOLN AQUATICS	010-5670	POOL SUPPLIES		323.89
51049057	03/07/2018	MAGGIORA BAKING CO	130-4700	FOOD		59.50
51049058	03/07/2018	MEEHLEIS MODULAR BUILDINGS	212-6231	AHS ADDITION DESIGN-BUILD PROJ		7,500.00
51049059	03/07/2018	OFFICE DEPOT	010-4300	AAC SUPPLIES	181.94	
				AMS SUPPLIES	661.46	
				D.O. SUPPLIES	61.70	
				DONATION - CORNELL SUPPLIES	345.33	1,250.43
51049060	03/07/2018	P & R PAPER SUPPLY COMPANY	130-4710	SUPPLIES		336.34
51049061	03/07/2018	PG&E	010-5520	01/22-02/20 SERVICE		11,305.32
51049062	03/07/2018	CHRISTINE PREHN C/O CORNELL SCHOOL	010-4300	DONATION - REIMB FOR SUPPLIES		33.74
51049063	03/07/2018	PRIMIZIE FOODS	130-4700	FOOD		576.00
51049064	03/07/2018	PROQUEST INFORMATION & LEARN	010-4300	AMS LIBRARY SOFTWARE		678.00
51049065	03/07/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		754.65
51049066	03/07/2018	RASKOB INSTITUTE	010-5825	Basic Education		1,766.70
51049067	03/07/2018	SAFETY TRAINING SEMINARS	120-5200	SAFETY TRANING SEMINAR FOR PRESCHOOL TEACHERS		200.00
51049068	03/07/2018	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	1,065.38	
			130-4710	FOOD & SUPPLIES	82.98	1,148.36
51049069	03/07/2018	WASTE MANAGEMENT OF ALAMEDA	010-5515	01/16-01/31 SERVICE	36.69	
				01/18 SERVICE	5,959.56	
				02/01-02/15 SERVICE	486.46	
			120-5515	01/18 SERVICE	460.12	6,942.83

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51049070	03/07/2018	JOANNE RUTH WILE	010-5800	TRAUMA GRANT COORDINATOR		600.00
51049814	03/09/2018	AUTOMATIC RESPONSE SYSTEMS	010-5800	DONATION - MARIN SHREDDING SERVICE		30.00
51049815	03/09/2018	BAY AREA DISCOVERY MUSEUM	010-5810	04/05 TK VISIT		345.00
51049816	03/09/2018	PING CHEN C/O ACC	010-4315	MUSEUM OF TOLERANCE - TRAVEL EXPENSES	27.25	
			010-5200	MUSEUM OF TOLERANCE - TRAVEL EXPENSES	9.63	36.88
51049817	03/09/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		528.52
51049818	03/09/2018	BRIAN DOSS	010-4305	REIMB FOR SUPPLIES - BLACK HISTORY MONTH		251.27
51049819	03/09/2018	JIE DUAN C/O ACC	010-5200	MUSEUM OF TOLERANCE - TRAVEL EXPENSES		64.34
51049820	03/09/2018	EBMUD	010-5555	12/26-02/27 SERVICE		1,779.91
51049821	03/09/2018	FIRST STUDENT INC.	010-5810	04/05 ACC TRANSPORTATION FOR DISCOVERY MUSEUM TRIP		728.42
51049822	03/09/2018	HONG FORREST C/O CHILDREN'S CENTER	010-4315	MUSEUM OF TOLERANCE - TRAVEL EXPENSES	18.53	
			010-5200	MUSEUM OF TOLERANCE - TRAVEL EXPENSES	70.51	89.04
51049823	03/09/2018	HILLYARD/SAN FRANCISCO	120-4300	ACC CUSTODIAL SUPPLIES		205.52
51049824	03/09/2018	HOME DEPOT SUPPLY	010-4300	EXIT SIGNS		1,492.89
51049825	03/09/2018	ADELE KING C/O MARIN SCHOOL	010-4315	02/21-02/22 MILEAGE REIMB		17.99
51049826	03/09/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	DISTRICT OFFICE COPIER USAGE		115.75
51049827	03/09/2018	MEDCO SUPPLY CO.	010-4300	DONATION - CORNELL FIRST AID SUPPLIES		114.49
51049828	03/09/2018	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		76.83
51049829	03/09/2018	MOJGAN NOROZI C/O ACC	010-5200	MUSEUM OF TOLERANCE - TRAVEL EXPENSES		92.37
51049830	03/09/2018	PG&E	010-5520	01/29-02/27 SERVICE	7,813.54	
			120-5520	01/29-02/27 SERVICE	1,003.28	8,816.82
51049831	03/09/2018	PROMETHEAN INC.	010-4400	INTERACTIVE DISPLAY PANELS - AMS		5,432.63
51049832	03/09/2018	SHABNAM SAFAIE C/O ACC	010-5200	MUSEUM OF TOLERANCE - TRAVEL EXPENSES		82.77
51049833	03/09/2018	SMART & FINAL	010-4300	ADULT TRANSITION PROGRAM SUPPLIES	107.67	
				AHS TRANSITION CLASSROOM SUPPLIES	46.25	
				AMS SCIENCE SUPPLIES	244.51	398.43
51049834	03/09/2018	STAR ELEVATOR INC	010-5610	AHS ELEVATOR SERVICE		372.00
51049835	03/09/2018	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT PORTABLE RENT		2,627.00

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51050139	03/12/2018	ADRIANE AHNSTEDT C/O MARIN SCHOOL	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		33.49
51050140	03/12/2018	JULIE BUSSGANG MARIN SCHOOL	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		59.84
51050141	03/12/2018	CASEY DANIEL C/O MARIN	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		29.00
51050142	03/12/2018	KERRY DUNIGAN C/O Marin Elem.	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		88.02
51050143	03/12/2018	Amy Evoy c/o Marin School	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		34.17
51050144	03/12/2018	ADELE KING C/O MARIN SCHOOL	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		54.70
51050145	03/12/2018	NICOLE MELWANI C/O CORNELL SCHOOL	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		37.34
51050146	03/12/2018	NIGHAT VAHIDY	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		39.63
51050147	03/12/2018	JULIE VonEHRENKROOK C/O MARIN	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		165.56
51050148	03/12/2018	JOANNE RUTH WILE	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		10.88
51050290	03/14/2018	KATY BABCOCK C/O NR SELPA	010-4315	01/09-03/08 MILEAGE REIMB		471.64
51050291	03/14/2018	LINDA BISHOP C/O MARIN SCHOOL	Cancelled	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		103.51 *
Cancelled on 04/25/2018, Cancel Register # AP04252018						
51050292	03/14/2018	FRANK BROWN C/O ALBANY HIGH SCHOOL	010-4315	TRAVEL EXPENSES - MUSEUM OF TOLERANCE	22.89	
			010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE	79.58	102.47
51050293	03/14/2018	KAREN DE HART C/O ALBANY HIGH	010-4315	TRAVEL EXPENSES - MUSEUM OF TOLERANCE	10.90	
			010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE	61.40	72.30
51050294	03/14/2018	EAST BAY VIVARIUM	120-4300	ACC REPTILE SHOWS		600.00
51050295	03/14/2018	JANET FOHNER C/O DISTRICT OFFICE	010-4315	09/29-03/02 MILEAGE REIMB		69.72
51050296	03/14/2018	MARIFLORENCE HUDSON C/O ALBANY HIGH SCHOOL	010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE		35.20
51050297	03/14/2018	Michelle Lau-Seim C/O AHS	010-5200	REIMB FOR CONFERENCE	25.00	
				TRAVEL EXPENSES - MUSEUM OF TOLERANCE	63.39	88.39
51050298	03/14/2018	PG&E	010-5520	01/31-03/01 SERVICE		813.03

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51050299	03/14/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		131.32
51050300	03/14/2018	JULIET RADFORD C/O ALBANY HIGH	010-4315	TRAVEL EXPENSES - MUSEUM OF TOLERANCE	56.68	
			010-5200	TRAVEL EXPENSES - MUSEUM OF TOLERANCE	108.60	165.28
51050301	03/14/2018	RODAN BUILDERS	212-6231	AHS ADDITION DESIGN-BUILD PROF STIPEND		7,500.00
51050302	03/14/2018	CARLA SWAN C/O ALBANY HIGH	010-4300	REIMB FOR AHS BOOK	15.79	
			010-4305	REIMB - SUPPLIES FOR BLACK HISTORY NIGHT	71.73	
				REIMB FOR PARA LUNCHEON	134.21	221.73
51050303	03/14/2018	WRITERCOACH CONNECTION	010-5800	AMS WRITERCOACH CONNECTION PROGRAM 01/18-04/18		22,000.00
51050945	03/16/2018	A BETTER CHANCE SCHOOL	010-5825	BASIC EDUCATION AND RELATED SERVICES		17,073.98
51050946	03/16/2018	ALHAMBRA	010-4300	AAC WATER DELIVERY		50.94
51050947	03/16/2018	ALPHA ENTERPRISE	010-5622	DISTRICT CUSTODIAL EQUIPMENT REPAIRS		242.85
51050948	03/16/2018	AMERICAN LOGISTICS COMPANY	010-5825	TRANSPORTATION SERVICES		1,226.16
51050949	03/16/2018	AUS WEST LOCKBOX	130-5800	MOP & TOWEL SERVICE		73.54
51050950	03/16/2018	ALIXANDRA SASHA KIRKMAN	010-5825	SYSTEMS THINKING & STRATEGIC PLANNING PRACTICES		2,400.00
51050951	03/16/2018	BANCROFT CENTER INC.	010-5621	03/18 D.O. CAM		603.60
51050952	03/16/2018	BONAMI BAKING	130-4700	BREAD		185.00
51050953	03/16/2018	PARENT	010-5827	* ACADEMIC SERVICES		4,840.00
51050954	03/16/2018	DEBORAH BRILL C/O ALBANY MIDDLE	010-4300	REIMB FOR DISTRICT WIDE EQUITY WORK SUPPLIES		130.28
51050955	03/16/2018	COMCAST	010-5930	02/18 SERVICE		841.01
51050956	03/16/2018	JENNIFER CORIELL C/O AMS	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		111.19
51050957	03/16/2018	CRYSTAL CREAMERY	130-4700	17/18 DAIRY		645.77
51050958	03/16/2018	DANIELSEN	130-4700	FOOD & SUPPLIES	1,307.04	
			130-4710	FOOD & SUPPLIES	45.51	1,352.55
51050959	03/16/2018	DEPARTMENT OF JUSTICE	010-5838	02/18 LIVE SCAN FEES		1,526.00
51050960	03/16/2018	DERIVI CASTELLANOS ARCHITECTS	211-6265	PROGRAM MGMT SERVS FOR AHS	10,132.50	
			212-6237	ADDITION AMS ANNEX COMMISSIONING AGENT SERVICES	1,500.00	11,632.50
51050961	03/16/2018	DESIGN SPACE MODULAR BUILDINGS	250-5621	DISTRICT OFFICE LEASE		4,561.56

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March 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51050962	03/16/2018	EBMUD	010-5555	01/03-03/05 SERVICE	1,173.65	
				01/22-02/21 SERVICE	1,807.56	2,981.21
51050963	03/16/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		383.00
51050964	03/16/2018	GOLD STAR FOODS	130-4700	FOOD		1,536.51
51050965	03/16/2018	KIMBERLY GRAY C/O AMS	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		26.38
51050966	03/16/2018	Hayes Distributing Inc.	130-4700	FOOD		2,004.36
51050967	03/16/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	7,509.93	
			120-4300	ACC CUSTODIAL SUPPLIES	266.62	7,776.55
51050968	03/16/2018	WELLS FARGO VENDOR FIN SERV	010-5611	DISTRICT WIDE COPIER LEASE		3,273.42
51050969	03/16/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS COPIER USAGE	703.96	
				AMS COPIER USAGE	517.81	
				CORNELL COPIER USAGE	541.88	
				MAC HIGH COPIER USAGE	4.04	
				MARIN COPIER USAGE	419.86	
				OCEAN VIEW COPIER USAGE	368.08	2,555.63
51050970	03/16/2018	LEAP...IMAGINATION IN LEARNING	010-5825	OV DANCE CLASSES - ENRICHMENT		2,645.10
51050971	03/16/2018	LINCOLN AQUATICS	010-4300	AAC SUPPLIES		3,261.89
51050972	03/16/2018	MAGGIORA BAKING CO	130-4700	FOOD		91.50
51050973	03/16/2018	Maxim Healthcare Services	010-5825	PHYSICAL THERAPY SERVICES		1,600.00
51050974	03/16/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	AMS TRANSPORTATION FOR EXPLORATORIUM		5,390.00
51050975	03/16/2018	MID AMERICA BOOKS	010-4300	DONATION - CORNELL LIBRARY BOOKS	724.79	
				Unpaid Sales Tax	10.24-	714.55
51050976	03/16/2018	SIMIN MISSAGHI C/O FOOD SERVICES	130-4315	01/09-02/27 MILEAGE		13.41
51050977	03/16/2018	SEAN MORRIS C/O ALBANY HIGH SCHOOL	010-4300	REIMB FOR SUPPLIES		172.39
51050978	03/16/2018	JANET NICHOLS C/O MARIN SCHOOL	010-4300	DONATION - REIMB FOR SCHOOL SUPPLIES		100.00
51050979	03/16/2018	NORTHSTAR AV	010-4300	AHS PROJECTOR LAMPS	419.13	
				Unpaid Sales Tax	34.13-	385.00
51050980	03/16/2018	NORTHSTATE ASSISTIVE TECH	010-4400	REVO2GO-WIN ASSISTIVE DEVICE - SPED		4,621.58
51050981	03/16/2018	O'CONNOR PEST CONTROL	010-5610	AHS & AMS PEST CONTROL		150.00
51050982	03/16/2018	OAKLAND ICE CENTER	010-5810	03/20 AMS TRIP		517.50
51050983	03/16/2018	OFFICE DEPOT	010-4300	AHS SUPPLIES	1,334.82	
				MAC HIGH SUPPLIES	97.53	
				MARIN SUPPLIES	26.99	
				SPECIAL EDUCATION SUPPLIES	201.59	
			120-4300	ACC SUPPLIES	72.86	1,733.79

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March 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51050984	03/16/2018	ORIENTAL TRADING COMPANY	010-4300	DONATION - OCEAN VIEW CLASSROOM SUPPLIES	212.71	
				Unpaid Sales Tax	18.90-	193.81
51050985	03/16/2018	P & R PAPER SUPPLY COMPANY	130-4710	SUPPLIES		828.08
51050986	03/16/2018	PG&E	010-5520	02/05-03/06 SERVICE	610.43	
				02/06-03/07 SERVICE	7,501.38	8,111.81
51050987	03/16/2018	PROCARE THERAPY, INC.	010-5800	DISTRICT NURSE		2,250.00
51050988	03/16/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		799.33
51050989	03/16/2018	PTM DOCUMENT SYSTEMS	010-4300	AMS REPORT CARD MAILERS		338.34
51050990	03/16/2018	PARENT	010-5827	* ACADEMIC & TRANSPORTATION SERVICES		3,617.38
51050991	03/16/2018	CARLA SWAN C/O ALBANY HIGH	010-4300	REIMB FOR CLASSROOM SUPPLIES		46.86
51050992	03/16/2018	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	1,164.86	
			130-4710	FOOD & SUPPLIES	77.06	1,241.92
51050993	03/16/2018	THE PHILLIPS ACADEMY	010-5825	BASIC EDUCATION AND RELATED SERVICES		3,510.00
51054502	03/21/2018	AQUA SOURCE	010-5670	AAC MONTHLY MAINT		1,163.00
51054503	03/21/2018	AUDITORY PATHWAYS	010-5825	AUDIOLOGICAL ASSESSMENTS		755.00
51054504	03/21/2018	BANCROFT CENTER INC.	010-5621	04/18 D.O. LEASE		8,148.60
51054505	03/21/2018	BATTALION ONE	010-5670	DISTRICT FIRE ALARM SERVICE & REPAIR		540.00
51054506	03/21/2018	BYU INDEPENDENT STUDY	010-5800	17/18 VARIOUS INDEPENDENT STUDY COURSES		1,300.00
51054507	03/21/2018	BANKCARD CENTER	010-4300	HR CREDIT CARD EXPENSES	30.78	
				MARIN CREDIT CARD EXPENSES	141.82	
				SPECIAL EDUCATION CREDIT CARD EXPENSES	92.27	
			010-4305	CI&A CREDIT CARD EXPENSES	184.56	
			010-5200	CI&A CREDIT CARD EXPENSES	200.00	
				SPECIAL EDUCATION CREDIT CARD EXPENSES	2,636.62	
			010-5812	HR CREDIT CARD EXPENSES	2,112.85	5,398.90
51054508	03/21/2018	GOLD STAR FOODS	130-4700	FOOD		538.00
51054509	03/21/2018	GOULD EVANS, INC.	211-6201	BRIDGING ARCHITECT SERVICES FOR AHS ADDITION PROJ		4,937.50
51054510	03/21/2018	GOULD EVANS, INC.	211-6201	BRIDGING ARCHITECT SERVICES FOR AHS ADDITION PROJ		1,640.00
51054511	03/21/2018	HERITAGE SCHOOLS, INC.	010-5825	BASIC ED, RM & BOARD, RELATED SERVICES		10,864.00

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51054512	03/21/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES		2,264.95
51054513	03/21/2018	ELLEN HOKE	010-5825	ORIENTATION & MOBILITY SERVICES		2,392.50
51054514	03/21/2018	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES	54.93	
			120-4300	ACC HARDWARE/SUPPLIES	282.20	337.13
51054515	03/21/2018	LANER ELECTRIC SUPPLY CO INC	010-4300	DISTRICT ELECTRICAL SUPPLIES / HARDWARE		284.16
51054516	03/21/2018	FRANCISCO LOPEZ	010-4300	REIMB FOR LATINO PARENT ENGAGEMENT EVENTS		193.25
51054517	03/21/2018	LRP PUBLICATIONS	010-4300	SPED SUBSCRIPTION - SECTION 504 COMPLIANCE ADVISOR		279.50
51054518	03/21/2018	MARINA MECHANICAL	010-5670	AAC HVAC INSPECTIONS	3,678.50	
				CORNELL HVAC INSPECTIONS	605.75	
				DISTRICT HVAC REPAIRS	231.75	
				REPLACE CORNELL BOILER SWITCH	1,693.27	6,209.27
51054519	03/21/2018	AMANDA MENDIETA c/o ALBANY AQUATICS	010-4315	06/22-01/25 MILEAGE REIMB		87.09
51054520	03/21/2018	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		76.83
51054521	03/21/2018	OFFICE DEPOT	010-4300	D.O. SUPPLIES		350.03
51054522	03/21/2018	PG&E CFM/PPC DEPARTMENT	212-6225	AGREEMENT FOR NEW UTILITIY CONNECTIONS		37,968.39
51054523	03/21/2018	VAN AHN PHAM C/O TECHNOLOGY	010-4315	02/18 MILEAGE REIMB		22.06
51054524	03/21/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		887.53
51054525	03/21/2018	ALEXIA RITCHIE C/O MARIN SCHOOL	010-4305	SUPPLIES FOR BLACK HISTORY NIGHT		127.88
51054526	03/21/2018	RODAN BUILDERS	211-6201	AMS ANNEX PROJECT - PHASE II	6,760.57	
			211-6251	AMS ANNEX PROJECT - PHASE II	353,550.85	360,311.42
51054527	03/21/2018	BANNER BANK - RODAN RETENTION	211-6201	AMS ANNEX PROJECT - PHASE II	355.82	
			211-6251	AMS ANNEX PROJECT - PHASE II	18,607.94	18,963.76
51054528	03/21/2018	SIMPLEXGRINNELL GRINNELL FIRE PROTECTION	010-5670	AHS ALARM REPAIR		1,235.59
51054529	03/21/2018	STAR ELEVATOR INC	010-5610	AHS ELEVATOR SERVICE AMS		380.68
51054530	03/21/2018	SVA ARCHITECTS, INC.	212-6231	ANNEX PROJECT FEE BID DEVELOPMENT		152.22
51054531	03/21/2018	DAVID TRACY C/O TECHNOLOGY	010-4315	02/18 MILEAGE REIMB		140.39
51054532	03/21/2018	PARENT	010-5827	* ACADEMIC SERVICES		12,900.00
51054533	03/21/2018	WLC ARCHITECTS, INC	140-6201	02/16 MARIN PROJECT		4,527.48
51055216	03/23/2018	BATTALION ONE	010-5670	DISTRICT FIRE ALARM SERVICE & REPAIR		8,488.38
51055217	03/23/2018	CITY OF BERKELEY	010-5810	AMS 05/16 & 05/17 LOW TIDE PROGRAM		400.00
51055218	03/23/2018	DELTA DENTAL CLIENT SERVICES - NORTH	010-9534	04/18 DELTA DENTAL		8,334.31
51055219	03/23/2018	DERIVI CASTELLANOS ARCHITECTS	212-6265	ARCHITECTURAL SERVICES - AMS		16,837.60

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51055220	03/23/2018	BANKCARD CENTER	010-4300	AAC PATCHES	1,314.00	
				AHS APPLIED TECH SUPPLIES	122.03	
				AHS MAILCHIMP, MAINT IPAD CASE,	337.74	
				AHS ADDITION PROJ COMMITTEE SUPPLI		
				AMS COMBO LOCKS & CLIPBOARDS	82.00	
				AMS EMPLOYEE LOCKERS	1,278.76	
				CIA / STUDENT SERVICES SUPPLIES	97.17	
				CORNELL BOOKS	52.83	
				DONATION - AMS SUPPLIES	75.22	
				DONATION - CORNELL CLASSROOM	22.68	
				PENS		
				DONATION - CORNELL OFFICE SUPPLIES	175.22	
				DONATION - EARMUFFS FOR CORNELL	53.73	
				CLASSROOM		
				PORTABLE TOILET - AHS	88.83	
				PROJECTOR SCREEN & BRACKETS -	109.74	
				MARIN		
				SELPA CREDIT CARD EXPENSES	72.41	
				TECH IPAD & KEYBOARD	448.50	
				TK CLASSROOM SUPPLIES	83.31	
				WATER DELIVERY - AMS PORTABLES	101.64	
				AHS WORLD HISTORY BOOKS	58.93	
			010-4305	AHS CREDIT CARD EXPENSES	749.03	
				SUPT. CREDIT CARD EXPENSES	113.68	
			010-5200	AHS CREDIT CARD EXPENSES	1,199.20	
				HOTEL STAY DURING NCGSS	1,285.50	
				CONFERENCE		
				SELPA CREDIT CARD EXPENSES	36.20	
				STUDENT SERVICES CREDIT CARD	616.32	
				EXPENSES		
				SUPT. CREDIT CARD EXPENSES	208.96	
			010-5800	TOW MAINT VEHICLE	120.00	
			010-5810	AHS BLACK PANTHER TRIP	1,274.00	
			010-5930	SELPA CREDIT CARD EXPENSES	206.50	
			120-4300	SUPPLIES FOR ACC REDWOODS	36.28	
				CLASSROOM		
			130-4300	FOOD SERVICE CREDIT CARD	279.49	
				EXPENSES		

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51055220	03/23/2018	BANKCARD CENTER	130-4700	FOOD SERVICE CREDIT CARD EXPENSES	2,045.03	
			130-4710	FOOD SERVICE CREDIT CARD EXPENSES	55.06	12,799.99
51055221	03/23/2018	HEATHER DUNCAN C/O CORNELL	010-4305	REIMB FOR PD SUPPLIES		159.90
51055222	03/23/2018	FAGEN FRIEDMAN & FULFROST, LLP	010-5826	02/18 LEGAL SERIVCES		8,953.77
51055223	03/23/2018	NANCY HENDERSON C/O SPECIAL SERVICES	010-4315	MILEAGE REIMBURSEMENT		23.75
51055224	03/23/2018	CLELL HOFFMAN C/O CENTRAL KITCHEN	130-4700	REIMB FOR FOOD SERVICE EXPENSES	218.59	
			130-4710	REIMB FOR FOOD SERVICE EXPENSES	87.74	306.33
51055225	03/23/2018	KEENAN & ASSOCIATES	010-8699	REFUND OVERPAYMENT		1,639.99
51055226	03/23/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS ATHLETICS COPIER USAGE	9.14	
				AHS COPIER USAGE	549.70	
				CORNELL COPIER USAGE	183.14	
				DISTRICT OFFICE COPIER USAGE	143.75	
				MARIN COPIER USAGE	45.79	
				OCEAN VIEW COPIER USAGE	185.50	1,117.02
51055227	03/23/2018	CYNTHIA MANSOURIAN C/O ALBANY HIGH SCHOOL	010-5200	MUSEUM OF TOLERANCE REIMB		99.42
51055228	03/23/2018	TONANTZIN MARTINEZDEBORGFELDT C/O AMS	010-4305	SUPPLIES FOR LATINO PARENT ENGAGEMENT COMMITTEE		72.00
51055229	03/23/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	(9035) TRANSPORTATION FOR AHS ATHLETICS		5,280.40
51055230	03/23/2018	MYSTERY SCIENCE INC. Cancelled on 04/25/2018, Cancel Register # AP04252018	Cancelled	SCHOOL MEMBERSHIP		499.00 *
51055231	03/23/2018	DANIELLE NUBLA C/O OCEAN VIEW	010-4300	REIMB FOR CTC CREDENTIAL		100.00
51055232	03/23/2018	PHONICS HERO LIMITED	010-4300	PHONICS HERO SUBSCRIPTION - CORNELL		132.00
51055233	03/23/2018	PROCARE THERAPY, INC.	010-5800	DISTRICT NURSE		1,350.00
51055234	03/23/2018	MICHELE SHUSHANI	010-5838	LIVE SCAN REIMB		20.00
51055543	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		646.86
51055544	03/26/2018	ALBANY USD	010-3751	04/18 CALPERS	13,217.34	
			010-3752	04/18 BOE CALPERS	133.00	
				04/18 CALPERS	5,985.00	
			010-5800	04/18 BOE CALPERS	37.58	
				04/18 CALPERS	2,102.85	
			010-9534	04/18 BOE CALPERS	11,255.21	
				04/18 CALPERS	550,481.53	583,212.51
51055545	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,645.04
51055546	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,035.39

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51055547	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		646.86
51055548	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,426.72
51055549	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,426.72
51055550	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,645.04
51055551	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,147.19
51055552	03/26/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		183.34
51055553	03/26/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		895.24
51055554	03/26/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		756.02
51055555	03/26/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		1,189.90
51055556	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		490.89
51055557	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,569.60
51055558	03/26/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		1,645.04
51055559	03/26/2018	RETIREE	010-3752	17/18 RETIREE REIMBURSEMENT		1,426.72
51055560	03/26/2018	SHAWN LUCAS C/O D.O. CUSTODIAL	010-4315	02/12-03/09 MILEAGE REIMB		7.41
51055561	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,600.86
51055562	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		1,467.54
51055563	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		963.20
51055564	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		756.02
51055565	03/26/2018	RETIREE	010-3751	17/18 RETIREE REIMBURSEMENT		249.30
51055566	03/26/2018	RODAN BUILDERS	211-6201	AMS ANNEX PROJECT - PHASE II	12,150.48	
			211-6251	AMS ANNEX PROJECT - PHASE II	635,421.16	647,571.64
51055567	03/26/2018	BANNER BANK - RODAN RETENTION	211-6201	AMS ANNEX PROJECT - PHASE II	639.49	
			211-6251	AMS ANNEX PROJECT - PHASE II	33,443.23	34,082.72
Total Number of Checks					267	2,821,376.43

	Count	Amount
Cancel	5	4,934.41
Net Issue		2,816,442.02

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	211	1,572,711.36
120	Child Development Fund	15	7,204.66
130	Cafeteria Fund	27	19,326.39

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March 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
140	Deferred Maintenance Fund	5	9,592.27
211	Measure B 2016A	9	1,106,439.54
212	Measure E 2016A	8	90,295.81
250	Capital Facilities Fund	3	10,935.26
Total Number of Checks		262	2,816,505.29
Less Unpaid Sales Tax Liability			63.27
Net (Check Amount)			2,816,442.02

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ALBANY UNIFIED SCHOOL DISTRICT
Donations ♦ March 1 – March 31, 2018

S U M M A R Y

Site	Current	Previously Approved	Total Year-to-Date
Albany High School	\$ 1,868.60	\$ 9,273.56	\$ 11,142.16
Albany Middle School	19,485.00	27,402.36	46,887.36
ICEC: In Class Enrichment Campaign	75.00	8,907.46	8,982.46
Cornell Elementary	2,110.55	36,837.15	38,947.70
Marin Elementary	358.33	14,415.74	14,774.07
Ocean View Elementary	100.00	32,456.79	32,556.79
Transitional Kindergarten	136.00	584.00	720.00
Albany Children's Center	0	1,118.00	1,118.00
Multi-Site Donations	11,602.54	328,467.98	340,070.52
Total	\$35,736.02	\$459,463.04	\$495,199.06

ALBANY UNIFIED SCHOOL DISTRICT
March 1 – March 31, 2018

ALBANY HIGH SCHOOL	
\$ 226.60	AEF-Sponsored Field Trip - Green
\$ 50.00	Family Donation - Aguila
\$ 2.00	YourCause - Ritchie
\$ 725.00	YourCause, Chevron - Ritchie
\$ 345.00	YourCause, PG&E - Ritchie
\$ 520.00	YourCause, Wells Fargo - Ritchie
\$ 1,868.60	Current
\$ 17.00	Approved - 3/27/18 Board Meeting
\$ 104.00	Approved - 2/27/18 Board Meeting
\$ 1,471.26	Approved - 1/23/18 Board Meeting
\$ 4,823.90	Approved - 1/9/18 Board Meeting
\$ 1,669.00	Approved - 11/28/17 Board Meeting
\$ 144.40	Approved - 10/24/17 Board Meeting
\$ 594.00	Approved - 9/26/17 Board Meeting
\$ 450.00	Approved - 8/22/17 Board Meeting
\$ 11,142.16	Total YTD

ALBANY MIDDLE SCHOOL	
\$ 19,000.00	AMS PTA - Writers' Coach Program
\$ 50.00	Community Member Donation - Unity Week
\$ 80.00	YourCause, Chevron - Brill
\$ 355.00	YourCause, PG&E - Brill
\$ 19,485.00	Current
\$ 267.08	Approved - 3/27/18 Board Meeting
\$ 679.40	Approved - 2/27/18 Board Meeting
\$ 1,053.39	Approved - 1/23/18 Board Meeting
\$ 3,769.00	Approved - 1/9/18 Board Meeting
\$ 7,712.50	Approved - 11/28/17 Board Meeting
\$ 2,834.89	Approved - 10/24/17 Board Meeting
\$ 11,086.10	Approved - 8/22/17 Board Meeting
\$ 46,887.36	Total YTD

ICEC - In Class Enrichment Campaign	
\$ 75.00	Family Donation
\$ 75.00	Current
\$ 90.00	Approved - 3/27/18 Board Meeting
\$ 2,060.00	Approved - 2/27/18 Board Meeting
\$ 307.46	Approved - 1/23/18 Board Meeting
\$ 1,645.00	Approved - 1/9/18 Board Meeting
\$ 460.00	Approved - 11/28/17 Board Meeting
\$ 4,245.00	Approved - 10/24/17 Board Meeting
\$ 40.00	Approved - 9/26/17 Board Meeting
\$ 60.00	Approved - 8/22/17 Board Meeting
\$ 8,982.46	Total YTD

CORNELL ELEMENTARY	
\$ 1,650.55	Cornell PTA
\$ 100.00	Donation via MySchoolBucks - Hundrathon
\$ 200.00	Family Donation - Wickstrom
\$ 20.00	Family Donation - Wiley
\$ 20.00	Family Donation - Wiley
\$ 50.00	Family Donation - Wiley
\$ 70.00	Network for Good - Dennis
\$ 2,110.55	Current
\$ 40.00	Approved - 3/27/18 Board Meeting
\$ 4,181.00	Approved - 2/27/18 Board Meeting
\$ 216.56	Approved - 1/23/18 Board Meeting
\$ 5,028.34	Approved - 1/9/18 Board Meeting
\$ 26,901.25	Approved - 11/28/17 Board Meeting
\$ 470.00	Approved - 10/24/17 Board Meeting
\$ 38,947.70	Total YTD

MARIN ELEMENTARY	
\$ 10.00	Family Donation - Chan
\$ 348.33	Sports Basement - Pfohl
\$ 358.33	Current
\$ 4,000.96	Approved - 3/27/18 Board Meeting
\$ 3,125.24	Approved - 2/27/18 Board Meeting
\$ 601.40	Approved - 1/23/18 Board Meeting
\$ 2,468.00	Approved - 1/9/18 Board Meeting
\$ 3,601.00	Approved - 11/28/17 Board Meeting
\$ 219.00	Approved - 10/24/17 Board Meeting
\$ 400.14	Approved - 9/26/17 Board Meeting
\$ 14,774.07	Total YTD

OCEAN VIEW ELEMENTARY	
\$ 10.00	Donation via MySchoolBucks - Shigeta
\$ 25.00	Family Donation - Shigeta
\$ 65.00	Family Donation - Shigeta
\$ 100.00	Current
\$ 12,646.68	Approved - 3/27/18 Board Meeting
\$ 3,177.65	Approved - 2/27/18 Board Meeting
\$ 608.00	Approved - 1/23/18 Board Meeting
\$ 12,035.43	Approved - 1/9/18 Board Meeting
\$ 725.00	Approved - 11/28/17 Board Meeting
\$ 969.89	Approved - 10/24/17 Board Meeting
\$ 2,294.14	Approved - 9/26/17 Board Meeting
\$ 32,556.79	Total YTD

TRANSITIONAL KINDERGARTEN	
\$ 136.00	Family Donations
\$ 136.00	Current
\$ 210.00	Approved - 3/27/18 Board Meeting
\$ 374.00	Approved - 1/9/18 Board Meeting
\$ 720.00	Total YTD

ALBANY CHILDREN'S CENTER	
\$ 1,118.00	Approved - 2/27/18 Board Meeting
\$ 1,118.00	Total YTD

MULTI-SITE DONATIONS	
\$ 4,764.28	Albany Athletics Boosters
\$ 6,838.26	Albany Music Fund
\$ 11,602.54	Current
\$ 15,045.64	Approved - 2/27/18 Board Meeting
\$ 4,813.15	Approved - 1/23/18 Board Meeting
\$ 275,914.49	Approved - 1/9/18 Board Meeting
\$ 4,766.46	Approved - 11/28/17 Board Meeting
\$ 55.00	Approved - 10/24/17 Board Meeting
\$ 4,467.95	Approved - 9/26/17 Board Meeting
\$ 23,405.29	Approved - 8/22/17 Board Meeting
\$ 340,070.52	Total YTD

TOTAL	
\$ 35,736.02	Current
\$ 17,271.72	Approved - 3/27/18 Board Meeting
\$ 29,490.93	Approved - 2/27/18 Board Meeting
\$ 9,071.22	Approved - 1/23/18 Board Meeting
\$ 306,058.16	Approved - 1/9/18 Board Meeting
\$ 45,835.21	Approved - 11/28/17 Board Meeting
\$ 8,938.18	Approved - 10/24/17 Board Meeting
\$ 7,796.23	Approved - 9/26/17 Board Meeting
\$ 35,001.39	Approved - 8/22/17 Board Meeting
\$ 495,199.06	Total YTD

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

**ITEM: ADOPTION OF ELEMENTARY INSTRUCTIONAL MATERIALS:
PHONEMIC AWARENESS AND DECODING**

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

TYPE OF ITEM: CONSENT

PURPOSE: The purpose of this item is for the Governing Board to approve the proposed adoption of elementary instructional materials for phonemic awareness and decoding.

BACKGROUND INFORMATION:

In October 2013, the Governing Board approved the District's expenditure plan for the Common Core State Standards implementation funds. The plan included allocating funds for Teachers on Special Assignment to support the implementation of Common Core Standards districtwide.

The District's Elementary Curriculum Council, composed of teachers from all three schools and all grade levels K-5, was also re-established in 2013 and convened to lead the District's efforts to review, pilot, and recommend instructional materials aligned to Common Core State Standards.

The work of the Teachers on Special Assignment and Curriculum Council has been extensive. In May 2014, a new mathematics adoption was approved by the Governing Board after a year of reviewing standards and piloting materials. In January 2016, an English Language-Arts program emphasizing writing was approved by the Governing Board after the formation of a Writing Adoption Committee and a rigorous year-long pilot process, professional development and ongoing support for new instructional strategies. During the 2017-2018 school year, the Elementary Curriculum Council is working swiftly yet systematically to complete its process of fully implementing Common Core State Standards for Reading and Language Arts and creating a coherent, systematic, and comprehensive K-5 literacy program.

At the March 27, 2018, Governing Board meeting, *Rime Magic* and *Phonemic Awareness: The Skills That They Need to Help Them Succeed* were presented for review and discussion.

DETAILS:

[Rime Magic](#) provides word attack and decoding instruction. Rime Magic is a word-recognition resource. The "rime" is the key part of a word that makes it easy to see the structure (e.x. /ip/ in slippery or /at/ in splattered). In engaging, five-minute lessons, students add onsets (i.e., beginnings) and endings to the "rimes" to combine those parts into multi-syllabic words and analyze word parts. Students learn

to see the natural segmentation patterns of the written word, and use their ability to hear onsets and “rimes” to make letter-sound correspondences to break apart and build words.

[Phonemic Awareness: The Skills That They Need To Help Them Succeed](#) provides phonemic awareness instruction. Phonemic awareness is the understanding that spoken words are made up of individual sounds, which are called phonemes. A child who is phonemically aware is able to isolate sounds, manipulate the sounds, blend and segment the sounds into spoken and written words. This program would serve as an initial screener for dyslexia and allow teachers to provide early intervention as required by law.

FINANCIAL INFORMATION:

The cost of the “Rime Magic” curriculum for teachers in grades one through five at all three elementary schools is \$5,850. The cost of the “Phonemic Awareness: The Skills That They Need to Help Them Succeed” curriculum for teachers in kindergarten and first grade at all three elementary schools is \$1,800. The total cost will be approximately \$7,650.

STRATEGIC OBJECTIVES ADDRESSED:



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

<p>RECOMMENDATION: APPROVE ELEMENTARY INSTRUCTIONAL MATERIALS: PHONEMIC AWARENESS AND DECODING</p>

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: **APPROVE OVERNIGHT/OUTDOOR EDUCATION FIELD
TRIP: CORNELL TO YMCA CAMP CAMPBELL
MAY 14-17, 2019**

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

TYPE OF ITEM: **CONSENT**

PURPOSE: All field trips and excursions that occur overnight require prior approval from the Board of Education. Requests shall be presented to the Board of Education at least one month in advance of departure unless the timing of the event and the Board meeting schedule do not provide sufficient time for prior approval or make prior approval impractical.

BACKGROUND INFORMATION: The YMCA Camp Campbell Outdoor Science School in Boulder Creek, CA provides a hands-on “living” curriculum in an outdoor setting where students can develop an understanding of their role in the environment.

[YMCA Camp Campbell](#) is a leading nonprofit committed to strengthening communities through youth development, healthy living, and social responsibility. The environmental education provided by the Outdoor Science School is an extension of classroom curriculum. Students see, feel, hear, and see the realities of nature.

DETAILS: All fifth grade students at Cornell will spend 4 days and 3 nights at the [YMCA Camp Campbell Outdoor Science School](#) in Boulder Creek, CA and participate in a hands-on outdoor science education program. The program, which is aligned with the 5th grade standards for forest ecosystems and biology for this temperate area, is filled with learning opportunities through hiking, exploring, camp games, skits, and fireside songs. Students will travel to and from the destination by chartered bus, and stay in the Camp Campbell lodge.

FINANCIAL INFORMATION: The trip will cost \$323 per student, which includes all camp fees, meals, lodging, and transportation. Funding will come from fees from families and fundraising from a variety of sources. Parents will be asked to contribute a fee in any amount that they can afford. No child will be denied the opportunity to participate.

STRATEGIC GOALS ADDRESSED:



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



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

<p>RECOMMENDATION: APPROVE OVERNIGHT/OUTDOOR EDUCATION FIELD TRIP: CORNELL TO YMCA CAMP CAMPBELL MAY 14-17, 2019</p>

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: MASTER CONTRACT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND A BETTER CHANCE SCHOOL

PREPARED BY: DIANE MARIE, DIRECTOR OF SPECIAL EDUCATION

TYPE OF ITEM: CONSENT

PURPOSE:

Board of Trustees to approve the 2018-2019 Master Contract with A Better Chance School.

BACKGROUND INFORMATION:

Per student need, District contracts with non public schools for basic education and related services.

DETAILS:

A Better Chance School will provide basic education and related services to District students whose needs cannot be met in a public school setting.

 X Standard Contract
 Contract deviates from Standard Contract
 New Contract
 X Renew Contract

KEY QUESTIONS AND ANSWERS:

Q. Why contract for services instead of hiring District staff?

A. Needs of District students cannot be met in a public school setting.

FINANCIAL INFORMATION:

Not to exceed \$212,967.54

STRATEGIC OBJECTIVES ADDRESSED:



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



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

RECOMMENDATION: Approve Master Contract between Albany Unified School District and A Better Chance School.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: MASTER CONTRACT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND THE PHILLIPS ACADEMY

PREPARED BY: DIANE MARIE, DIRECTOR OF SPECIAL EDUCATION

TYPE OF ITEM: CONSENT

PURPOSE:

Board of Trustees to approve the 2018-2019 Master Contract with The Phillips Academy.

BACKGROUND INFORMATION:

The Phillips Academy is a non public school for students with specific disabilities. Per student need, District contracts with non public schools for basic education and related services.

DETAILS:

The Phillips Academy will provide basic education and related services to District student who needs cannot be met in a public school setting.

- ☒ Standard Contract
☐ Contract deviates from Standard Contract
☐ New Contract
☒ Renew Contract

KEY QUESTIONS AND ANSWERS:

Q. Why contract for services instead of hiring District staff?

A. Needs of District student cannot be met in a public school setting.

FINANCIAL INFORMATION:

Not to exceed \$44,880.00

STRATEGIC OBJECTIVES ADDRESSED:



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



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

RECOMMENDATION: Approve Master Contract between Albany Unified School District and The Phillips Academy.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: MASTER CONTRACT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND RASKOB LEARNING INSTITUTE AND DAY SCHOOL

PREPARED BY: DIANE MARIE, DIRECTOR OF SPECIAL EDUCATION

TYPE OF ITEM: CONSENT

PURPOSE:

Board of Trustees to approve the 2018-2019 Master Contract with Raskob Learning Institute and Day School.

BACKGROUND INFORMATION:

District contracts with Non Public Schools when student needs require such a placement.

DETAILS:

Raskob Learning Institute and Day School will provide basic education services to District student.

- ☒ Standard Contract
☐ Contract deviates from Standard Contract
☐ New Contract
☒ Renew Contract

KEY QUESTIONS AND ANSWERS:

- Q. Why not hire District staff to provide specialized academic instruction?
A. Student's needs cannot be met in a public school setting.

FINANCIAL INFORMATION:

Not to exceed \$20,500.00.

STRATEGIC OBJECTIVES ADDRESSED:



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



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

RECOMMENDATION: Approve Master Contract between Albany Unified School District and Raskob Learning Institute and Day School.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

**ITEM: MASTER CONTRACT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT
AND MAXIM HEALTHCARE SERVICES, INC.**

PREPARED BY: DIANE MARIE, DIRECTOR OF SPECIAL EDUCATION

TYPE OF ITEM: CONSENT

PURPOSE:

Board of Trustees to approve the 2018-2019 Master Contract with Maxim Healthcare Services, Inc.

BACKGROUND INFORMATION:

Maxim Healthcare Services, Inc. is a non public agency that provides various services to school districts to cover staffing needs.

DETAILS:

The District is in need of a physical therapist to provide services to District students and conduct assessments when needed.

- ☒ Standard Contract
☐ Contract deviates from Standard Contract
☐ New Contract
☒ Renew Contract

KEY QUESTIONS AND ANSWERS:

Q. Why contract for services instead of hiring District staff?

A. Physical therapy services are minimal in our District and does not warrant hiring staff.

FINANCIAL INFORMATION:

Not to exceed \$13,700.00.

STRATEGIC OBJECTIVES ADDRESSED:



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



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

RECOMMENDATION: Approve Master Contract between Albany Unified School District and Maxim Healthcare Services, Inc.

*Nonpublic, Nonsectarian
School/Agency Services*

Master Contract

2018-19

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Contract Year: 2018-2019

LEA: Albany Unified School District

**NONPUBLIC SCHOOL/AGENCY/RELATED
SERVICES PROVIDER:**

MAXIM HEALTHCARE SERVICES, INC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL
PROVISIONS**

1) MASTER CONTRACT

- a) This Master Contract is entered into this 1st day of July, between the Albany Unified School District (hereinafter referred to as "LEA") and Maxim Healthcare Services, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Program (hereinafter referred to as "IEP"), and/or Individual Family Service Plan (hereinafter referred to as IFSP)
- b) The Collaborative: The Bay Area Collaborative represents ten (10) SELPAs and Member NPA/S (see appendix A for a complete listing and contact information). Nonpublic schools and nonpublic agencies that are contracting with in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area

SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

- c) NPA/Ss that are not a member of the Bay Area Collaborative should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding SELPA to verify established rates. Increases in rates will be considered on an annual basis and remain unchanged for the following year from July 1 through June 30, with no changes provided without written approval by both parties.
- d) Any CONTRACTOR not participating as a member of the Bay Area SELPA Collaborative shall individually negotiate rates following local SELPA and/or LEA procedures. Those CONTRACTORS shall notify the SELPA with whom they contract of any proposed rate changes effective July 1 by March 1 of the preceding year.
- e) The Bay Area SELPA Collaborative Chair shall maintain, annually update and disseminate to all LEAs, NPS/As who are members of the Collaborative, a master rate schedule reflecting such NPS/A rates.
- f) Upon CONTRACTOR's acceptance of a student referred by the LEA, the LEA shall complete an Individual Services Agreement (hereinafter referred to as "ISA") as specified in the LEA Procedures which shall identify the provider of each service required by the student's IEP/IFSP). For purposes of enrollment, the LEA must provide approval before any authorization for payment can be made. Such authorization may be provided electronically, by telecommunications, by mail or by fax. Unless otherwise agreed in writing, or in the student's ISA, CONTRACTOR acknowledges its obligation to provide all services specified in the pupil's IEP/IFSP. The LEA acknowledges its responsibility to pay for all services rendered to LEA students by CONTRACTOR. The ISA shall be executed within ninety (90) days of an LEA student's enrollment. (Education Code Section 56366(c)(1)) LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. CONTRACTOR shall notify the LEA in writing in advance of providing any service(s) when CONTRACTOR is unable to meet the requirements of this Master Contract or of any Individual Services Agreement.
- g) Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that

a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2) DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a) The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b) The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c) The term "credential" means a valid credential, life diploma, permit, a county office of education Temporary County Certificate or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d) The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.
 - i) Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e) The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional

services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f) Parent means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g) The term "days" means calendar days unless otherwise specified.
- h) The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
 - i) The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- i) It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

3) TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. If the subsequent Master Contract has not been executed prior to June 30, 2019, this Contract shall remain in force and effect until terminated as provided herein or a new Master Contract is executed.

4) CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification.

In addition to meeting the certification requirements of the State of California, CONTRACTOR that operates a non-public school or agency outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

- a) If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.
- b) A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall be null and void.

- c) Notwithstanding the foregoing, if current (re)certification documents are not available through no fault of the NPS/A, this Master Contract shall remain in effect until such documents are made available to the NPS/A, which shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A. The NPS/A shall, within five (5) business days of any change in the status of its approved capacity to serve a specific number of students notify the LEA of the change.

5) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

- a) During the term of this Master Contract the CONTRACTOR and the LEA shall comply with all applicable federal and state laws and regulations relating to the provision of special education and related services, and facilities for individuals with exceptional needs.
- b) CONTRACTOR shall also comply with all policies pursuant to the Local Plan, unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.
- c) CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of section 16 of this Master Contract for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with LEA policies.
- d) The CONTRACTOR shall comply with those policies, relating to among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA pupil enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

6) RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

CONTRACTOR and LEA acknowledge and understands that either party may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a) or action by the CDE against the LEA.

7) INTEGRATION / CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

- a) This Master Contract includes the LEA Procedures and each Individual Services Agreement and they are incorporated herein by this reference. Upon written request, LEA agrees to make all of its policies and procedures available to CONTRACTOR, either electronically or by hard copy. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement with respect to the terms

set forth in this Master Contract. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

- b) CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.
- c) At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

8) INDIVIDUAL SERVICES AGREEMENT

- a) This contract shall include an Individual Services Agreement (ISA) developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA student's enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A).
- b) ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR and the LEA shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students, until such time as a new Master Contract is executed.
- c) Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP/IFSP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP/IFSP subject to all procedural safeguards required by law, including notice to and participation by the CONTRACTOR in the IEP Team meeting.
- d) Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP/IFSP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.
- e) If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the California Office of Administrative Hearings (hereinafter referred to

as "OAH"), CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

- f) Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the local SELPA office prior to appeal to the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366 (C) (2).

ADMINISTRATION OF CONTRACT

9) NOTICES

All notices provided for by this contract shall be in writing. Notices shall be faxed, emailed with verification of receipt, mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to:

Diane Marie, Director of Special Education
Albany Unified School District
1051 Monroe Street
Albany, CA 94706
510-559-6536

Notices to CONTRACTOR shall be addressed as indicated on signature page.

10) MAINTENANCE OF RECORDS

- a) All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: student records as defined by California Education Code section 49061(b); cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training

and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and cancelled checks or facsimile thereof.

- b) CONTRACTOR shall maintain LEA electronic and physical student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests thereof (California Education Code Section 49064). Such log shall be maintained as required and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such logs need to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record (Education Code Section 49064). CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records to LEA within five (5) business days. These records shall include, but not be limited to, the LEA student's current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

11) SEVERABILITY CLAUSE

If any provision or portion of a provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

12) SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assignees. Contractor shall notify the LEA within 30 days of any change of ownership or corporate control.

13) VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where the LEA is located.

14) MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

15) TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

This Master Contract may be terminated with or without cause by either the CONTRACTOR or LEA. To terminate the Master Contract either party shall give twenty (20) calendar days prior written notice (California Education Code Section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) calendar days prior written notice (refer to Section 7).

In the event of the closure of a non-public school or agency, the LEA will be given as much notice as is reasonably possible.

16) INSURANCE

- a) CONTRACTOR shall procure and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by CONTRACTOR, its agents, representatives, or employees.
- b) Prior to final approval of this Master Contract, CONTRACTOR shall deliver to the LEA a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability insurance. If at any time said policies of insurance lapse or become canceled, this MASTER CONTRACT shall become void. The acceptance by LEA of the above-required insurance does not serve to limit the liability or responsibility of the insurer or CONTRACTOR.

c) Insurance coverage shall be at least as broad as:

- i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ii) Insurance Services Office form number CA 0001 (Ed. 1/2010) covering Automobile Liability, code 1 (any auto).
- iii) Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$2,000,000/\$2,000,000/\$2,000,000.

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d) CONTRACTOR shall maintain limits of insurance no less than:

	Agencies with 1-5 providers	Agencies with 6+ providers and non-public school	Residential
General Liability			
Per occurrence	\$1,000,000	\$2,000,000	\$3,000,000
Fire damage	\$500,000	\$500,000	\$500,000
Medical expenses	\$5,000	5,000	5,000
Personal and adv. Injury	\$1,000,000	\$1,000,000	\$1,000,000
General aggregate	\$1,000,000	\$2,000,000	\$6,000,000
Business Auto Liability combined single limit	\$2,000,000	\$2,000,000	\$2,000,000

Professional Liability/Errors and Omissions coverage not to exclude sexual molestation and abuse coverage unless that coverage is afforded elsewhere in the commercial general liability insurance			
Per Occurrence	\$1,000,000	\$1,000,000	\$3,000,000
General Aggregate	\$3,000,000	\$3,000,000	\$6,000,000
Workers Compensation and Employers Liability	\$2,000,000	\$2,000,000	\$2,000,000

e) For all insurance coverage procured by CONTRACTOR, the following terms apply:

- i) Any deductibles or self-insured retentions above \$25,000 must be declared in writing to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions as respects to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- ii) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a) The LEA, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the LEA, its subsidiaries, officials and employees.
 - b) For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LEA.
- f) Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.
- g) The CONTRACTOR shall furnish the LEA with original or photocopies of endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance shall reference the contract number, the name of school or agency submitting the contract number, the name of school or agency submitting the certificate, an indication if the school or agency is an NPS or NPA, and the location of the school or agency submitting the certificate.
- h) If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

17) INDEMNIFICATION AND HOLD HARMLESS

- a) CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was caused, in whole or in part, by negligence, intentional act or willful misconduct of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR.
- b) LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the gross negligence or willful act of LEA, including, without limitation, its agents, employees, subcontracts or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR indemnities).

- c) LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

18) INDEPENDENT CONTRACTOR

This Master Contract is by and between two independent entities that have an independent contractual relationship. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the LEA and CONTRACTOR and any of their employees, agents, affiliates or other representatives, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

19) SUBCONTRACTING

- a) CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall enter into an initial subcontract only with a provider who is certified as a nonpublic school or nonpublic agency to delivery any of the instructional or related services contemplated under this Master Contract. The LEA and the CONTRACTOR shall maintain a copy of the written approval. CONTRACTOR shall provide all required clearances for its employees, including, but not limited to fingerprint requirements, and tuberculosis. When subcontracting with a nonpublic agency, CONTRACTOR shall not charge LEA a higher rate than its own approved collaborative rate.
- b) Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 16. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 16. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affective the coverage required by this Master Contract. All subcontractors must meet the requirements as contained in Section 46 Fingerprint Clearance Requirements and Section 47 Staff Qualifications of this Master Contract.

20) CONFLICTS OF INTEREST

- a) CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a student's advocate.
- b) Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

21) NON-DISCRIMINATION

CONTRACTOR programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

22) FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- a) LEA shall provide CONTRACTOR with a copy of the IEP/IFSP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. Unless otherwise agreed to by the CONTRACTOR and the LEA, CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP/IFSP (California Education Code Section 56366.10(a)).

- b) Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for LEA pupils, as specified in the LEA student's IEP/IFSP and ISA. Supplies and equipment purchased and/or provided by the LEA remains the property of the LEA. Supplies and/or equipment provided by the CONTRACTOR remains the property of the CONTRACTOR, if CONTRACTOR is not specifically reimbursed by the LEA for that specific supply or equipment. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA pupil's IEP/IFSP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA pupil's enrollment under the terms of this Master Contract).
- c) Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA pupil's receipt of special education and/or related services as specified in the LEA student's IEP/IFSP and ISA.

23) GENERAL PROGRAM OF INSTRUCTION

- a) General Program
 - i) All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. No service will be provided by the CONTRACTOR outside of the CONTRACTOR's certification unless otherwise agreed to by the LEA.
 - ii) When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding required courses of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP/IFSP and ISA. The State Standards and coursework selected for each student shall be aligned with the student's IEP/IFSP to meet the individual student's needs.
 - iii) LEA students shall have access to the following educational materials, services, and programs that are consistent with each student's individualized educational program: (a) For kindergarten and grades 1-8 inclusive, state adopted Common Core State Standards ("CCSS") for curriculum and instructional materials; and for grades 9-12 inclusive, standards-aligned, core curriculum and instructional materials used by any local educational agency that contracts with the non-public, non-sectarian school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d)

career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling (California Education Code 56366.10). CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA within 5 days upon request.

- iv) When NPS CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA students leading toward graduation or completion of diploma requirements. When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and provided as specified in the LEA student's IEP/IFSP and ISA. The nonpublic agency providing Behavior Intervention Development services shall review or develop a written plan that specifies the nature of its' nonpublic agency service for each LEA pupil within thirty (30) days of enrollment which shall be available upon request. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present at the IEP meeting held to review and approve the plan. CONTRACTOR shall provide to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a Board Certified Behavior Analyst, or an appropriately trained professional.
- v) Except for emergency situations requiring a change of location in order to continue the education of LEA students, school-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP/IFSP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of, or the prior written consent of a parent, guardian or adult caregiver during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

b) Transportation Services:

- i) In the event that transportation services for a student served by CONTRACTOR pursuant to an Individual Services Agreement are to be provided by a party other than CONTRACTOR or the LEA or its transportation providers, such services shall be reflected in a separate agreement signed by the parties hereto, and provided to the LEA and SELPA Director by the CONTRACTOR. Except as provided below, CONTRACTOR shall compensate the transportation provider

directly for such services, and shall charge the LEA for such services at the actual and reasonable rates billed by the transportation provider, plus a ten percent (.10) administrative fee, unless a "flat rate" is provided in the transportation contract. In the event that the transportation provider notifies the LEA or SELPA Director that CONTRACTOR is more than 90 days behind in payment for transportation services, LEA shall have the right, in its sole and exclusive discretion, but not the obligation, to make payment for such services directly to the transportation provider, and to deduct such payments from any sums owed to CONTRACTOR pursuant to this Master Contract and any Individual Services Agreement between the parties. In the event that the LEA makes direct payment of the transportation provider's charges, it shall be entitled to withhold both the transportation charges themselves and such additional amount as shall be reasonably necessary to compensate the LEA for the staff and other costs incurred in making direct payment of those charges. The remedies provided to the LEA pursuant to this Paragraph shall not be exclusive. CONTRACTOR shall not include transportation through the use of services or equipment owned, leased or contracted through the LEA unless expressly provided in the Individual Services Agreement for the student transported.

- ii) When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA student unless the LEA and the CONTRACTOR agree otherwise in writing.

24) INSTRUCTIONAL MINUTES

- a) When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools, unless otherwise specified in the student's IEP/IFSP, and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.
- b) For NPS students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP/IFSP, the number of instructional minutes, excluding recess, lunch, and passing time, shall be at least the minimum as specified in Education Code Sections 46110-46147, and in no case will be less than the amount as specified in the IEP/IFSP. In addition, the total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP/IFSP.

- c) When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP/IFSP.

25) CLASS SIZE

- a) When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per fourteen (14) pupils. Each classroom with 2 or more students shall be assigned at least one paraprofessional. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to sixteen (16) pupils when necessary to provide services to pupils with disabilities. For any billing period where the class size has exceeded sixteen (16) students for five consecutive school days, the CONTRACTOR shall have a 10% decrease in its approved daily rate for those LEA students that exceeded sixteen (16), for those days (over five).
- b) In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of student by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.
- c) CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

26) CALENDARS

- a) When CONTRACTOR is a Non-Public School, the CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days for the regular school year, plus extended school year billable days as determined by the IEP/IFSP team ((34 CFR § Section 300.106); a minimum of 20 instructional days (excluding July 4th). Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP/IFSP for each student. CONTRACTOR shall adhere to the requirements for providing Extended School Year as outlined in Title 5, Article 4 of the California Code of Regulations. Unless otherwise specified by the students IEP/IFSP, educational services shall occur at the school site.

- b) When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA developed/approved calendar; CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar, or as specified in the LEA pupil's IEP/IFSP and ISA. Unless otherwise specified in the LEA student's IEP/IFSP and ISA, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP/IFSP and ISA.

27) DATA REPORTING

- a) CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format require by the LEA. CONTRACTOR shall provide the LEA with invoices, attendance reports and progress reports for LEA students enrolled in CONTRACTOR's nonpublic school or nonpublic agency.
- b) The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS-provided forms at their discretion.

28) LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

- a) CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") placement options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.
- b) CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP/IFSP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP/IFSP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and that may be necessary to enable students to transition to less restrictive settings. The District has the responsibility to determine the offer of FAPE in the Least Restrictive Environment.
- c) When an IEP/IFSP team has determined that an LEA student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommendations to support the transition.

29) STATEWIDE ACHIEVEMENT TESTING

- a) When CONTRACTOR is a nonpublic school, CONTRACTOR shall be available to administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and English Language Proficiency Assessment for California (ELPAC) or alternate assessment for ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. In the event the LEA requests that the NPS administer the assessments, NPS staff will be trained by a contracting LEA in the administration of all State-wide assessments in accordance with the guidelines of Ed Code 56385. Verification of training will be maintained with CONTRACTOR.
- b) NPS CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested, as determined by the student's IEP, by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A). Test results shall be made available to the CONTRACTOR by the LEA, if the results are not sent to the CONTRACTOR by the test publisher or CDE.
- c) LEA shall provide NPS with the SSID for each LEA student. LEA shall cooperate with CONTRACTOR to accommodate CONTRACTOR's testing window. (Education Code Section 56366(a)(8)(B))

30) ATTENDANCE AT DISTRICT MANDATED MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s). After attending one meeting during the school year (including Extended School Year), upon request, a CONTRACTOR who is providing NPA services may request payment for services for attending any additional meetings mandated by the LEA. The request for payment will be at the CONTRACTOR'S agreed upon hourly rate.

31) POSITIVE BEHAVIOR INTERVENTIONS

- a) CONTRACTOR shall comply with the requirements of Education Code section 56521.5 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals. NPS site based staff and relevant NPA staff will be trained in positive behavior strategies prior to working with students.
- b) CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (BER).
- c) CONTRACTOR providing behavior support shall ensure that all of its relevant staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Other contracted agency personnel shall be trained as needed. This is not to be construed as in lieu of general positive behavior management training.
- d) Staff will not participate in restraint of students until trained in crisis prevention programs. Evidence of training in a SELPA approved crisis intervention program to staff working in a staffing ratio of 1:1 with students with severe behavioral needs shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire as referenced above. .If the training is not able to be provided within 30 days, the non-public school or agency will notify the LEA to determine a plan to provide the training in a timely manner.
- e) Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain

the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

- f) CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.
- g) Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
 - i) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock
 - ii) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.
 - iii) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
 - iv) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
 - v) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities. including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention.

- vi) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
- vii) An intervention that precludes adequate supervision of the individual.
- viii) An intervention that deprives the individual of one or more of his or her senses.
- h) NPS/NPA staff shall not use prone restraint.
- i) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

32) STUDENT DISCIPLINE

- a) CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.
- b) When NPS CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP/IFSP meeting no later than the tenth (10th) day of suspension. LEA shall notify and invite CONTRACTOR representatives to the IEP/IFSP team meeting where the manifestation determination will be made.

33) IEP / IFSP TEAM MEETINGS

- a) Upon referral of an LEA student to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that student's IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student, unless ordered by the Office of Administrative Hearing (OAH) or a Court of Competent Jurisdiction. CONTRACTOR shall notify the LEA written notification of its intent to decline enrollment of the LEA student.
- b) An IEP/IFSP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2)

whether or not the needs of the LEA student continue to be best met at the nonpublic school; and (3) whether changes to the LEA student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. With parent and LEA concurrence, an IEP team may excuse a required IEP team member either from the entire meeting or after the member's report.

- c) Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP/IFSP team meetings regarding LEA students for whom ISAs have been or may be executed. A CONTRACTOR who is providing NPA services may request payment for services for attending any meeting that occurs after the Annual Review of the IEP/IFSP. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP/IFSP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP/IFSP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.
- d) Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP/IFSP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP/IFSP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

34) SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A student in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a student in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the student's second year of high school, the CONTRACTOR shall schedule the student in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

35) DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of

California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

36) COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Pupil Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA), if applicable. CONTRACTOR shall include verification of these procedures to the LEA upon request.

37) LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

- a) Unless LEA requests in writing that progress reports be provided on a monthly basis, progress reports shall be sent by CONTRACTOR to LEA and parents no later than October 30th, January 30th, April 30th, and July 30th or as otherwise specified on the IEP/IFSP or requested in writing by the LEA, with respect to LEA students enrolled in CONTRACTOR's educational program. An updated report shall be submitted if there is no current progress report when LEA student is scheduled for a review by the LEA's IEP/IFSP team or when an LEA student's enrollment is terminated. Payment of invoices may be held until progress reports are provided. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s).
- b) CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP/IFSP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP/IFSP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation, such as test protocols and data collection, shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. Additional formalized standardized assessments shall be at the determination of the IEP team and the responsibility of the LEA unless otherwise agreed upon between LEA and

CONTRACTOR. If Contractor is asked to provide formalized standardized assessment, such service will be paid at the rate stated in Section 62.

38) TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR, at the close of each semester or upon LEA student transfer, shall prepare transcripts for LEA students in grades nine through twelve inclusive, and submit them to the LEA student's district of residence, for evaluation of progress toward completion of diploma requirements, or if appropriate, a Certificate of Completion, as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

39) LEA STUDENT CHANGE OF RESIDENCE

- a) Within three (3) school days after CONTRACTOR or LEA becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA and/or the LEA shall notify CONTRACTOR of the LEA student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of the parent's obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.
- b) If the LEA student's change of residence is to a residence outside of LEA's service boundaries or CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence, if CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence. LEAs will adhere to requirements for students identified as homeless or foster youth under current education code.

40) WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call with written submission within three (3) days.

41) PARENT ACCESS

- a) CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

- b) CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.
- c) CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.
- d) For services provided in a student's home as specified in the IEP, CONTRACTOR must ensure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

42) SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

- a) If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and shall follow the procedures of the campus at which services are being provided.
- b) CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

43) LICENSED CHILDREN'S INSTITUTION CONTRACTORS

- a) If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 2016 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), A LCI shall not require that a student be placed in its nonpublic school as a condition of being placed in its residential facility.

- b) If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment, and 2) the educational placement and services specified in each student's IEP/IFSP at the time of enrollment.

44) STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

45) MONITORING

- a) CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office.
- b) If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).
- c) During the term of this Master Contract, CONTRACTOR shall participate in a District Review to be conducted as aligned with the CDE On-site Review or more often if necessary. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance.
- d) CONTRACTOR shall participate in compliance reviews of LEA in accordance with requirements of CDE. CONTRACTOR will use all SELPA IEP forms. CONTRACTOR will adhere to all SELPA assurances and procedures required for compliance.
- e) CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.
- f) When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare a School Accountability Report Card in accordance with California Education Code Section 56366(a)(9) and 33126 and state guidelines.

PERSONNEL

46) FINGERPRINT CLEARANCE REQUIREMENTS

- a) CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA students, or contractors who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

- b) According to Education Code sections 44237 and 56366.1 CONTRACTOR shall verify that it has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, **for each owner, operator, and employee of the nonpublic, nonsectarian school or agency who may have contact with students.** Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence with their "Custodian of Records", as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request to the State Superintendent.

47) STAFF QUALIFICATIONS

- a) CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 5 of the California Code of Regulations sections 3064 and 3065.
- b) Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff that hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified. NPA/NPS staff shall be required to hold credentials and licenses within the state where they are providing services regardless of where the agency is located.
- c) CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.
- d) Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

48) VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

- a) CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents, which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify the CDE and the LEA in writing as specified in the LEA Procedures and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A

shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.

- b) CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide special education services to LEA students. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures. CONTRACTOR will be considered to be in breach of this contract for any service provided by an unqualified provider or one who has an expired credential. In such an event, the provider shall be paid at 70% of the agreed upon rate.

49) STAFF ABSENCE

- a) When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided. If a teacher is absent and a non-qualified substitute has been provided, CONTRACTOR will notify the LEA immediately. The LEA will determine how to address the denial of FAPE.
- b) When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section eight (8) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides a mutually agreed upon plan evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. Provider shall notify LEA immediately of the development of the plan for any missed services that include: 5 or more consecutive days of specialized academic instruction (SAI) or more than 2 weeks of missed related services. CONTRACTOR shall not "bank" or "carry over" make-up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA.

HEALTH AND SAFETY MANDATES

50) HEALTH AND SAFETY

- a) CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq. regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student. CONTRACTOR will comply with the requirements of California Education Code section 35021 et seq., regarding preventing registered sex offenders from volunteering and to request fingerprinting clearance of volunteers.
- b) CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51) FACILITIES, FACILITIES MODIFICATIONS AND FIRE DRILLS

- a) Facilities: CONTRACTOR shall provide special education and/or related services to LEA pupils in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related to, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances.
- b) Fire Drills: When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills monthly for elementary and intermediate students and twice per school year for secondary students, as required by Title 5 California Code of Regulations, Section 550.

52) ADMINISTRATION OF MEDICATION

- a) CONTRACTOR shall comply with the requirements of Federal Regulations and California Education Code and the California Code of Regulations, when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate

personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR:

- i) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and
 - ii) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.
- b) CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.
- c) CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders or current student's Individual Health Care Plan. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53) INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall notify the LEA within 12 hours of learning of any significant accident or incident. CONTRACTOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified in LEA Procedures.

54) MANDATED REPORTING REQUIREMENTS

- a) CONTRACTOR hereby agrees to annually train all staff members, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.
- b) CONTRACTOR agrees to provide annual training to all employees regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities; a written report should be submitted within 36 hours (PC

11166(a)). CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by facsimile or email within 24 hours (and followed up with U.S. mail) of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member.

- c) CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a student that may impact the student's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

55) SEXUAL HARASSMENT

CONTRACTOR shall maintain, and provide upon request, a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56) REPORTING OF MISSING CHILDREN

- a) CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA upon request.
- b) In the event a child elopes from an NPS or Residential Treatment Center and evades adult supervision, the LEA shall be notified immediately following contact to law enforcement.

FINANCIAL

57) ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

- a) CONTRACTOR shall ensure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP/IFSP for each and every student.

- b) CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP/IFSP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract.
- c) CONTRACTOR shall maintain registers for the basic education program and each related service. Original attendance forms shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years after the date of origination. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.
- d) CONTRACTOR shall submit accurate and timely invoices and related documents to LEA for payment, for each calendar month when education or related services were provided to an LEA student. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days from the date a completely corrected re-billing invoice is received by LEA.
- e) If the LEA fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made (California Education Code 56366.6 (b)). Upon written notification of dispute, CONTRACTOR shall not apply additional charges to the disputed bill until the matter is resolved.

58) RIGHT TO WITHHOLD PAYMENT

- a) LEA may withhold payment to CONTRACTOR when:
 - i) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract
 - ii) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records

- iii) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57
 - iv) education and/or related services are provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified
 - v) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program
 - vi) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation
 - vii) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA pupil.
- b) The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows:
- i) the value of the service CONTRACTOR failed to perform
 - ii) the amount of overpayment
 - iii) the entire portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR
 - iv) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified
 - v) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured
 - vi) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured
 - vii) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA pupil.
- c) If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of receipt of such invoice, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30)

days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

- d) If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR shall invoke the following escalation policy.
 - i) Persons involved after forty-one (41) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Specialist, LEA's Administrator will become involved and shall attempt to resolve the dispute. The LEA Coordinator shall respond to the CONTRACTOR in writing within ten (10) business days.
 - ii) Persons involved after fifty-one (51) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA Administrator, the SELPA Director shall become involved. The SELPA Director shall respond to the CONTRACTOR in writing within ten (10) business days. This shall be the final LEA determination regarding the withholding of payment.
 - iii) Persons involved after sixty-one (61) business days: Dispute Resolution, as defined in the SELPA's Local Plan, shall be followed.
- e) If the dispute has not been resolved through the SELPA's Dispute Resolution process, the party claiming injury may seek legal or CDE redress, or may submit, if mutually agreed to in writing by the parties, the matter to binding arbitration by an arbitrator or arbitration service agreed upon by the parties. Each party shall be responsible for their own fees for arbitration, if applicable. The parties agree that this Master Contract provision dealing with Master Contract disputes does not alter the parties' right to bring action in accordance with the applicable statute of limitations under state or federal law.

59) PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services covered by this Master Contract or the ISA to LEA pupils. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services covered by this Master Contract or ISA to LEA pupils.

60) PAYMENT FOR STUDENT ABSENCES

- a) Two accounting/billing options are offered at the discretion of the LEA: "Excused Absence" or "Positive Attendance." In neither case will CONTRACTOR bill for any absences during Extended School Year (ESY).

- i) **Positive Attendance Method**

- a) A factor of 1.055 shall be applied to all approved rates when a Positive Attendance method is used. Actual days of attendance without exception shall be counted as a unit of service.

- ii) **Excused Absence Method**

- a) LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused.
 - b) On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.
 - c) All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.
 - d) Only the individuals listed below may verify the reason for absence:
 - (1) School or public health nurse
 - (2) Physician
 - (3) Principal

- (4) Teacher
 - (5) School employee assigned to make such verification
 - (6) Student eighteen years of age or over
 - (7) Parent
- e) Any reasonable method which established the reason for the absence may be used:
- (1) Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
 - (2) Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)
- f) Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.
- b) The following shall apply in the event of an NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:
- i) Pursuant to an application for a waiver by an LEA, the CONTRACTOR shall receive the daily rate for pupils who were in attendance prior to the emergency closure as though they were continuing in their regular attendance.
 - i) In the event a waiver is not approved, the CONTRACTOR shall be required to schedule a makeup day of service in accordance with the education code. The NPS will work collaboratively with LEAs and inform them of a date(s) on which the makeup day will occur.

61) NONPUBLIC AGENCY PUPIL ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence. A unit of service for payment purposes shall not be credited for an excused absence when CONTRACTOR is provided 24 hours advance verbal notification of the student's absence. A unit of service for payment purposes shall not be credited to CONTRACTOR for CONTRACTOR'S staff development days.

62) INSPECTION AND AUDIT

- a) The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.

- b) CONTRACTOR shall provide access to LEA to all records including, but not limited to student records as defined by California Education Code section 49061(b). CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.
- c) CONTRACTOR shall provide access to LEA to all records including, but not limited to:
- i) student records as defined by California Education Code section 49061(b)
 - ii) registers and roll books of teachers
 - iii) daily service logs and notes or other documents used to record the provision of related services
 - iv) Medi-Cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors
 - v) absence verification records (parent/doctor notes, telephone logs, and related documents)
 - vi) bus rosters
 - vii) staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination
 - viii) staff time sheets; non-paid staff and volunteer sign-in sheets
 - ix) transportation and other related service subcontracts
 - x) school calendars
 - xi) bell/class schedules
 - xii) liability and worker's compensation insurance policies
 - xiii) state nonpublic school and/or agency certifications
 - xiv) marketing materials
 - xv) by-laws
 - xvi) lists of current board of directors/trustees, if incorporated; statements of income and expenses
 - xvii) general journals
 - xviii) cash receipts and disbursement books
 - xix) general ledgers and supporting documents
 - xx) federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.
 - xxi) Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.
- d) CONTRACTOR shall make all records, or copies of records, available at either the office of the LEA or at the CONTRACTOR's offices (to be specified by LEA) at all times and without charge. All records shall be provided to LEA within ten (10) working days of a

written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld.

- e) If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that the CONTRACTOR or the LEA owes the other monies as a result of over billing, underpayment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. Unless otherwise agreed in writing, the party that owes money shall make such payment within thirty (30) days of receipt of the written notice demanding payment. In the event that a party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the dispute resolution section of this Master Contract.
- f) The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Section 62.

63. RATE SCHEDULE

Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated below.

The CONTRACTOR: Maxim Healthcare Services, Inc.

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 - TEACHER-TO-PUPIL RATIO: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated on behalf of the LEAs, shall be as follows:

a) Non-Bundled Education Program

i) General Program Tuition Daily Rate: _____

ii) Related Services:

Service	Rate	Period
Intensive Individual Services (340)		
Language and Speech (415) INDIVIDUAL	\$ 95.00	hr
Language and Speech (415) GROUP		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)	RN \$55 hr LVN \$50 hr	per hour per hour
Assistive Technology Services (445)		
Occupational Therapy (450) INDIVIDUAL	\$ 100.00	Hour
Occupational Therapy (450) GROUP		
Physical Therapy (460) INDIVIDUAL	\$100.00	Hour
Physical Therapy (460) INDIVIDUAL		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)	\$ 130.00	hour
Behavior Intervention Services (535) - BT	\$ 50.00	hour

Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)	\$ 80.00	hour
Specialized Vision Services (725)	\$ 80.00	hour
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Service		

b) Bundled Education Program

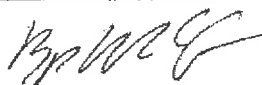
- i) Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.
- ii) Daily Rate: _____

APPROVALS

Master Contract approved by the governing Board on _____

Total amount of contract not to exceed \$13,700.00

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR	DISTRICT
Maxim Healthcare Services, Inc.	Albany Unified School District
 4/18/18 (Signature & Date)	(Signature & Date)
Brandon McGee Asst. Controller Jessa Lobo, Controller	Diane Marie, Director of Special Education
(Notices to Contractor shall be addressed to) Maxim Healthcare Services, Inc.	Notices to LEA shall be addressed to: Albany Unified School District Victoria Berndt, Special Education Secretary
6475 Christie Avenue, Suite 350	1051 Monroe Street
Emeryville, CA 94608	Albany, CA 94706
Phone: 510-982-3817 Fax: 877-799-3221 Email: chsanche@maxhealth.com Website: www.maximhealthcare.com	Phone: 510-559-6536 Fax: 510-559-6543 Email: vberndt@ausdk12.org Website: www.ausdk12.org

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: PROMOTING SAFE, SUPPORTIVE, AND COLLABORATIVE ENVIRONMENTS FOR ALL STUDENTS AND STAFF

PREPARED BY: CARRIE NERHEIM, DIRECTOR, STUDENT SERVICES

TYPE OF ITEM: STAFF REPORT

PURPOSE:

The purpose of this staff report is to provide the Governing Board and community with information regarding activities taking place throughout the District to promote a safe, supportive, and collaborative environment for students and staff.

BACKGROUND INFORMATION:

AUSD's Governing Board, District staff, and members of the Albany community are actively engaged in dialogue around strategies to ensure respect, inclusion, and empathy for all members of the AUSD learning community. District staff continues to highlight programs and activities that improve the culture and climate of our school community.

DETAILS:

The district leadership team has been working all year on Social Emotional Learning (SEL) and social justice competencies. Liz Reimuller and Val Williams have used input from the district leadership team to create posters that use age appropriate language. We have a draft of both elementary and secondary posters that principals will take back to discuss with their staff.

STRATEGIC GOALS ADDRESSED:



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



Objective #2: *Support the Whole Child. Goal: We will foster the social and emotional*

growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.

RECOMMENDATION: RECEIVE THE STAFF REPORT ON PROMOTING SAFE, SUPPORTIVE, AND COLLABORATIVE ENVIRONMENTS FOR ALL STUDENTS AND STAFF.

ALBANY UNIFIED SCHOOL DISTRICT

SOCIAL-EMOTIONAL AND SOCIAL JUSTICE COMPETENCIES



**ALBANY UNIFIED SCHOOL
DISTRICT BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: Special Education Update

PREPARED BY: Diane Marie, Director of Special Education

TYPE OF ITEM: Staff Report

PURPOSE:

The purpose of this item is to provide an update about the Special Education department.

BACKGROUND INFORMATION:

The Board has requested a monthly Special Education Staff Report.

DETAILS:

Updates and next steps will be provided.

STRATEGIC OBJECTIVES ADDRESSED:



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



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

RECOMMENDATION: Receive the Special Education Staff Report

Special Education Update and Next Steps

May 8, 2018

Paraprofessional Handbook

- Handbook team developed a draft handbook
- Input on the draft handbook will be gathered from teachers and paraeducators
- Handbook will be provided to current paraeducators, new paraeducators at orientation, and sites
- Handbook will be reviewed and updated every two years

0.5 FTE position has been allocated to assist with initial assessments at the elementary sites

- Unfilled 0.5 FTE special education teacher has been filled for 2018-2019 and has been allocated to conduct elementary initial assessments

Special Education Clerk

- 2.5 hours/day per site of clerk time has been hired for Albany Middle School and Albany High School. The clerks were hired to assist with scheduling IEP meetings and placing substitute paraprofessionals
- The elementary special education teachers requested and were granted a substitute for one day/month in lieu of clerk time for the 2017-2018 school year

Salary, Benefits, and Hours for Paraeducators

- Salary and benefits will be bargained with CSEA during negotiations
- Each resource and special day class program will have at least one paraeducator whose hours span the entire school day

Orientation and Professional Development

- Special education is working with human resources to create special education specific orientation/training for all new paraeducators
- Professional development opportunities will be provided for special education paraeducators
 - On teacher staff development days (three times yearly)
 - On Wednesday afternoons, approximately twice monthly

Paraeducator Recruitment

- Continues to be a challenge
- Paraeducators are interviewed as they apply
- Human Resources will continue recruitment efforts
- 1 special education paraeducator sub was hired in April

Paraeducator Coverage

- Though improved, continues to be a challenge
- 5 paraeducators currently on leave
- Paraeducators subs are interviewed as they apply
- Human resources will continue recruitment efforts

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: ELEMENTARY TEMPORARY STUDENT HOUSING

PREPARED BY: VALERIE WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: STAFF REPORT

PURPOSE: To provide the Governing Board and community with information regarding the temporary housing of elementary students during school construction.

BACKGROUND INFORMATION: At the April 3, 2018 Board of Education meeting, the Board decided that Ocean View would be the first of the elementary schools to undergo construction. During the construction of Ocean View, students will need to be placed at another site until construction is completed and the site is ready for student learning. Our District Leadership Team collaborated over several meetings to create a temporary elementary student housing plan that would keep students in Albany schools, would provide the least disruption to all elementary students in the district, and keeps students close to home and community. Principals then shared the plan with their staff.

DETAILS:

Elementary Temporary Student Housing Plan:

- AUSD Students stay in AUSD schools
 - Transitional Kindergarten/Kindergarten:
 - *AM/PM Schedule* at all three elementary sites and Albany Children's Center
 - Transitional Kindergarten students go to ACC
 - OV Kindergarten students go to Cornell and Marin Elementary Schools
 - Ocean View grades 1-3 go to the new AMS Annex
 - Ocean View grades 4-5 go to the new AHS Wing

Rationale:

- Keeps AUSD students in AUSD schools and close to home and community
- Least amount of disruption to all students in our elementary schools

- Does not spend Bond dollars on leasing a space for a temporary school
- Does not spend district funds on transportation costs for students
- Closer access to current after school programs if students stay in Albany

STRATEGIC GOALS ADDRESSED:



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



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

<p>RECOMMENDATION: RECEIVE THE STAFF REPORT ON ELEMENTARY TEMPORARY STUDENT HOUSING</p>
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**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2017

ITEM: ALBANY HIGH SCHOOL BEHAVIOR MATRIX

PREPARED BY: CARRIE NERHEIM, DIRECTOR, STUDENT SERVICES

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

The purpose of this review and action is to provide an update on the revision of the Albany High School behavior matrix.

BACKGROUND INFORMATION:

Albany Unified School District Administrative Regulation 5144 outlines a process for the development of site-level disciplinary rules. In developing the guidelines, the school must solicit the participation, views and advice of a representative group composed of parents/guardians, teachers, site administration, school security personnel and students.

Once developed, the final version of the rules “shall be adopted by a panel comprised of the principal or designee and a representative selected by classroom teachers employed at the school.”

The Governing Board may review, at an open meeting, the approved school discipline rules for consistency with Board policy and state law.

DETAILS:

Albany High School site administration has begun the process of revising the school behavior matrix in the fall 2017. The following activities have taken place to date:

Summer 2017

- Removed previous discipline grid from handbook distributed to students pending revisions.
 - Update: Completed
- Previous discipline grid in effect for 2017-18 pending revisions.
 - Update: Currently being used by all administrators at AHS along with the new behavior matrix draft

Fall 2017

- Collaborated with AMS and elementary administrators to begin adapting and aligning revised behavior matrix for high school students based on AMS document.
 - Update: Collaboration has occurred and is ongoing.
- New matrix moves from an emphasis on consequences to increased supports for accountability,

ownership, social emotional and Social Justice competencies.

- Update: The new matrix includes these points.

Spring-Summer 2018

- Stakeholder input, education and accountability phase
 - Staff:
 - Update: All staff has reviewed the new matrix and has had a chance to offer suggestions and ask questions.
 - Intervention team:
 - Update: Reviewed
 - Students:
 - Update: Reviewed at stakeholder meetings (PTSA and School Site Council).
 - Update: The new matrix will be included in student handbook for 2018-2019
 - Community:
 - Update: Reviewed at stakeholder meetings (PTSA and School Site Council)
 - AMS/Elementary/ACC:
 - Update: Collaboration has occurred and is ongoing
 - BOE review
 - Update: AHS presented new matrix in its draft form to the BOE in the fall 2017

Once the board approves, the following will take place:

- Finalize language on behavior matrix-ready for full implementation 2018-2019
- Collect and correlate reflection/research links to social emotional competencies
- Reinstate behavior matrix in to the student handbook, all website resources and on bulletin boards on campus including offices and classrooms
- Education campaign for all stakeholders beginning with staff professional development, freshman orientation, advisory and during on-going interactions with students and staff when called upon to intervene with conflict resolution
- Begin collecting data on effectiveness and student outcomes

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: RECEIVE THE REVIEW AND ACTION ON THE ALBANY HIGH SCHOOL BEHAVIOR MATRIX

The following guidelines are provided to be used as options and at the staff's discretion depending on the infraction.

Behavior	1st Incident/Level	2nd Incident/Level	3rd Incident/Level
Absences	<ul style="list-style-type: none"> 1st truancy letter at 3 unexcused absences 	<ul style="list-style-type: none"> 2nd truancy letter at 5 unexcused absences SART meeting (Truancy Mediation) with family, teacher and counselor if necessary Teacher notification of process 	<ul style="list-style-type: none"> 3rd truancy letter at 7 unexcused absences SARB (Truancy Mediation) meeting at 9 unexcused absences Teacher notification of results
Arson	<ul style="list-style-type: none"> 5 day suspension Guardian + student conference Restorative circles* Counselor referral 5 hrs. community service Police report Possibility of expulsion recom. 	<ul style="list-style-type: none"> Suspension pending expulsion process (Ed. Code required) Expulsion recommended Guardian + student conference Restorative circles* 10 hrs. community service Police report 	
Assault/Battery/Fighting			
- Self-defense	<ul style="list-style-type: none"> Guardian contact Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> Guardian + student conference Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> Guardian + student conference Conflict resolution or circle* Counselor follow-up
- Caused minor injury	<ul style="list-style-type: none"> After-school detention Guardian + student conference Conflict resolution or circle* Research/reflection 	<ul style="list-style-type: none"> 1-2 day in-school suspension Guardian + student conference Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> 1-5 day suspension Guardian + student conference Conflict resolution or circle* Counselor follow-up
- Caused serious injury (not mutual combat)	<ul style="list-style-type: none"> 1-2 days in-school suspension Guardian + student conference Conflict resolution or circle* Counselor referral Research/reflection 	<ul style="list-style-type: none"> 1-2 day suspension Guardian + student conference Conflict resolution or circle* Counselor follow-up 	<ul style="list-style-type: none"> 1-5 day suspension Possibility of expulsion recommendation Guardian + student conference Conflict resolution or circle* Counselor follow-up
- Mutual combat/fighting	<ul style="list-style-type: none"> 1-3 day suspension Guardian + student conference Conflict resolution or circle* Research/reflection 	<ul style="list-style-type: none"> 2-4 day suspension Guardian + student conference Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> 3-5 day suspension Guardian + student conference Conflict resolution or circle* Counselor follow-up
- Willfully caused serious injury, except in self-defense	<ul style="list-style-type: none"> Suspension pending expulsion process Expulsion recommended Police report Guardian, student, counselor and admin conference Research/reflection 		
- Physical assault/battery			
- Sexual assault – aggressive and unwanted sexual/intimate contact (Ed. Code required)			
Cutting Class (15 min + of class)			
- On Campus without permission	<ul style="list-style-type: none"> Guardian + teacher notified 	<ul style="list-style-type: none"> After-school detention of double the time cut with a cap of 2 detentions Guardian + student conference Counselor referral Teacher notified 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian, student, teacher and counselor conference Counselor follow-up Possible referral to SART/SARB Teacher notified
- Off campus/leaving without permission	<ul style="list-style-type: none"> Student's safety is ensured by calling parent, contacts, and if that fails, the police After-school detention of double the time cut with a cap of 2 	<ul style="list-style-type: none"> Student's safety is ensured by calling parent, contacts, and if that fails, the police 1 day in-school suspension Guardian + student conference 	<ul style="list-style-type: none"> Student's safety is ensured by calling parent, contacts, and if that fails, the police 2 day in-school suspension Guardian, student, teacher, and

	<ul style="list-style-type: none"> Guardian + student conference Guardian + teacher notified 	<ul style="list-style-type: none"> Counselor referral Teacher notified 	<ul style="list-style-type: none"> counselor conference Counselor follow-up Possible referral to SART/SARB Teacher notified
Defiance or Disruption			
- Minor: Student does not follow repeated directions or requests from staff; action momentarily interrupts instruction, event or program	<ul style="list-style-type: none"> Restorative action Guardian contact 	<ul style="list-style-type: none"> Restorative action 1 day class suspension possible Restorative conference with student, teacher, and admin Guardian contact 	<ul style="list-style-type: none"> 1-2 day In-school suspension Restorative action Restorative conference with student, guardian, teacher, and admin Counselor referral
- Major or repetitive: Student does not follow repeated directions or requests from staff; action interrupts or stops instruction, event or program; administrator or supervisor support required	<ul style="list-style-type: none"> After-school detention 1 day class suspension Restorative circle* Guardian + student conference 	<ul style="list-style-type: none"> 1 day in-school suspension Restorative circle* Guardian + student reintegration conference Counselor referral 	<ul style="list-style-type: none"> Possible 1-3 day suspension Guardian + student conference Conflict circle* Counselor follow-up
Drugs and Controlled Substances			
- Selling, buying, distributing	<ul style="list-style-type: none"> Suspension pending expulsion process (Ed. Code required) Expulsion recommended Police report Guardian, student, counselor and admin conference Restorative research/reflection 		
- Possession	<ul style="list-style-type: none"> 1 day suspension Guardian + student conference Item turned over to police Restorative circle* Counselor referral 	<ul style="list-style-type: none"> 2-3 day suspension Guardian + student conference Item turned over to police Restorative circle* Counselor follow-up 	<ul style="list-style-type: none"> 3-5 day suspension Possible expulsion recommendation Guardian + student conference Item turned over to police Restorative circle* Counselor follow-up
- Under the influence	<ul style="list-style-type: none"> 2-3 day in-school suspension Guardian + student conference Restorative circle* Counselor referral 	<ul style="list-style-type: none"> 3-5 day in or out of school suspension Guardian + student conference Restorative circle* Counselor follow-up Random bag checks possible 	<ul style="list-style-type: none"> 5 day suspension Possible expulsion recommended Counselor follow-up Random bag checks possible
Drug Paraphernalia			
- Possession	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Item turned over to police Restorative circle* Counselor referral 	<ul style="list-style-type: none"> 2-3 day suspension Guardian + student conference Item turned over to police Restorative circle* Counselor follow-up Random bag checks possible 	<ul style="list-style-type: none"> 3-5 day suspension Guardian + student conference Item turned over to police Random bag checks possible
- Sale	<ul style="list-style-type: none"> 2-3 day suspension Guardian + student conference Item turned over to police Restorative circle* Counselor referral 	<ul style="list-style-type: none"> 3-5 day suspension Guardian + student conference Item turned over to police Restorative circle* Counselor follow-up 	<ul style="list-style-type: none"> Suspension pending expulsion process (Ed. Code required) Expulsion recommended Guardian, student + counselor conference Item turned over to police
Electronics			
- Possession or use: Phones, Bluetooth speakers,	<ul style="list-style-type: none"> Device taken and logged in the office. 	<ul style="list-style-type: none"> Device taken and logged in the office, guardian phone call or conference to release 	<ul style="list-style-type: none"> Device taken and logged in the office one week, guardian pick up

-Recording a fight	<ul style="list-style-type: none"> 3 hours of community service Reflection assignment Guardian contact 	<ul style="list-style-type: none"> 6 hours of community service Reflection assignment Guardian contact 	<ul style="list-style-type: none"> 9 hours of community service Reflection assignment Guardian contact
Falsifying Records	<ul style="list-style-type: none"> Guardian + student conference Reflective assignment Warning of loss of privilege related to falsification/positions of trust 	<ul style="list-style-type: none"> Guardian + student conference Reflective assignment Loss of privilege related to falsification/positions of trust 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Reflective assignment Loss of positions of trust
- Falsely representing people or facts on school documents			
Fire Alarms	<ul style="list-style-type: none"> 1-2 day in-school suspension Community service Reflective assignment Restorative circle 	<ul style="list-style-type: none"> 2 day suspension Community service Reflective assignment Restorative circle 	<ul style="list-style-type: none"> 3-5 day suspension Community service Reflective assignment Restorative circle
- Pulling			
Gambling	<ul style="list-style-type: none"> 3 days community service Confiscation of equipment for guardian pick-up Restorative circle 	<ul style="list-style-type: none"> After-school detention Confiscation of equipment Guardian + student conference Restorative circle Counselor referral Community service 	<ul style="list-style-type: none"> 1+ day in-school suspension Confiscation of equipment Guardian + student conference Restorative circle Counselor referral Community service
Harassment & Bullying	<ul style="list-style-type: none"> After-school detention Guardian + student conference Conflict resolution or restorative circle* Educational/reflective assignment 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Conflict resolution or restorative circle* Educational/reflective assignment Harassment contract Counselor referral 	<ul style="list-style-type: none"> 1-5 day suspension Guardian + student conference Conflict resolution or restorative circle* Educational/reflective assignment Counselor follow-up Possible schedule change
- Unwelcome comments [spoken, written, electronic] or acts, which are ongoing, one-sided and make the recipient feel powerless and/or creates a hostile environment			
Hate Acts	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the consequences for hate speech 	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the consequences for hate speech 	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the consequences for hate speech
- Harmful action against someone for their real or perceived identify.			
Hate Speech/Messaging	<ul style="list-style-type: none"> Guardian contact Research and written reflection about the specific area of hate Restorative circle* Make amends with group impacted Counselor referral 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Research and written reflection Restorative circle* Make amends with group impacted Counselor referral 	<ul style="list-style-type: none"> 1-5 day suspension Guardian + student conference Research and written reflection Restorative circle* Make amends with group impacted Counselor follow-up
- Slur or derogatory comment/message about one's real or perceived identity. This includes body size, disability, gender, nationality, race, religion, or sexual orientation.			
Incendiary Devices (matches, lighters, etc.)			
-Possession	<ul style="list-style-type: none"> Community service Guardian contact Confiscation of Item Restorative circle 	<ul style="list-style-type: none"> Community service Guardian contact Confiscation of Item Restorative circle 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Confiscation of Item Restorative circle Random bag checks in morning
-Use (lighting something on fire)	<ul style="list-style-type: none"> 1 day suspension Guardian contact Confiscation of Item Restorative circle 	<ul style="list-style-type: none"> 2 day suspension Guardian contact Confiscation of Item Restorative circle 	<ul style="list-style-type: none"> 3 day suspension Guardian + student conference Confiscation of Item Restorative circle Random bag checks in morning
Offensive Comment	<ul style="list-style-type: none"> Behavior reflection form Conflict resolution Guardian contact 	<ul style="list-style-type: none"> Community service Behavior reflection form Conflict resolution Guardian contact 	<ul style="list-style-type: none"> Community service Behavior reflection form Conflict resolution Guardian contact Counselor referral
- Harmful or offensive comment that is not about a person's identity.			

Retaliation - Harming someone because they have caused or reported harm	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the following: Guardian contact Restorative circle* Counselor referral 	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the following: 1 day in-school suspension Guardian + student conference Restorative circle* Counselor referral Retaliation contract 	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the following: 1-5 day suspension Guardian + student conference Restorative circle* Counselor follow-up Retaliation contract
Roughhousing (not fighting)	<ul style="list-style-type: none"> Verbal warning Teacher notifies asst. principal 2 days trash duty Help students find activity 	<ul style="list-style-type: none"> After-school detention Guardian contact Conflict resolution Counselor referral Help students find activity 	<ul style="list-style-type: none"> 1 + day in or out-of-school suspension Guardian + student conference Conflict resolution Counselor follow-up
Selling, Buying, or Trading Items	<ul style="list-style-type: none"> 2 days trash duty Items, or \$ earned, are returned to original owner Guardian contact 	<ul style="list-style-type: none"> After-school detention Items, or \$ earned, are returned to original owner Guardian contact 	<ul style="list-style-type: none"> 1 day in-school suspension Items, or \$ earned, are returned to original owner and guardian to pick up Guardian + student conference
Sexual Harassment - Verbal/visual (creating or displaying pictures, signs, gestures, inappropriate material or verbal statement) - Physical contact (of another in the act of harassment), includes pantsing - Continual verbal, visual, or physical sexual harassment	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Restorative circle* Counselor referral 	<ul style="list-style-type: none"> 1-3 day suspension Conference with student, guardian, and counselor Restorative circle* Restorative project or training Counselor referral Harassment contract 	<ul style="list-style-type: none"> 3-5 day suspension Conference with student, guardian, and counselor Restorative circle* Restorative project or training Possible schedule change Counselor follow-up
Tardy	<ul style="list-style-type: none"> 1st - 3rd warning via auto-dialer 4th - 5th lunch clean up 	<ul style="list-style-type: none"> 6th after-school detention 7th warning via auto-dialer 8th - 9th lunch clean up 	<ul style="list-style-type: none"> 10+ after-school detention
Theft/Possession of Stolen Property	<ul style="list-style-type: none"> After school detention Restitution to individual(s) and community Guardian + student conference Restorative circle* Counselor referral 	<ul style="list-style-type: none"> 1-2 day in-school suspension Restitution to individual(s) and community Guardian + student conference Police contacted if necessary Restorative circle* Counselor follow-up 	<ul style="list-style-type: none"> 3+ day in-school suspension Restitution to individual(s) and community Guardian + student conference Police contacted if necessary Restorative circle* Counselor follow-up
Threats (student) - Witness intimidation using harassment and/or threat - Threat of death or grave bodily injury	<ul style="list-style-type: none"> 1 day suspension in or out-of-school Guardian + student conference Conflict resolution or restorative circle* Counselor referral Police report possible 	<ul style="list-style-type: none"> 2-3 day suspension Guardian + student conference Conflict resolution or restorative circle* Counselor follow-up Police report possible 	<ul style="list-style-type: none"> 3-5 day suspension Expulsion recommendation possible Guardian + student conference Conflict resolution or restorative circle* Counselor follow-up Possible report possible
Threats (staff) - Threat of death or grave bodily injury against school official, or against school property	<ul style="list-style-type: none"> 1-2 day suspension Guardian + student conference Police report Restorative conference* Counselor referral Consider class change 	<ul style="list-style-type: none"> 2-3 day suspension Guardian + student conference Police report Restorative conference* Counselor follow-up Consider class change 	<ul style="list-style-type: none"> 3-5 day suspension Expulsion recommendation possible Guardian + student conference Police report Restorative conference* Counselor follow-up Consider class change
Vandalism, Graffiti, Destruction of Property	<ul style="list-style-type: none"> 1-2 day in-school suspension Restitution, clean up Guardian + student conference 	<ul style="list-style-type: none"> 2 day in-school suspension Restitution, clean up Guardian + student conference 	<ul style="list-style-type: none"> 3 day in-school suspension Restitution, clean up Guardian + student conference

- Destruction or harm to school or personal property requiring clean up or resulting in financial loss	<ul style="list-style-type: none"> • Research/reflection • Police report possible 	<ul style="list-style-type: none"> • Police report 	<ul style="list-style-type: none"> • Police report
Verbal Abuse of a Staff Member	<ul style="list-style-type: none"> • Possible 1 day class suspension • Restorative conference including guardian 	<ul style="list-style-type: none"> • Possible 2-3 day class or in-school suspension • Restorative conference including guardian • Counselor referral 	<ul style="list-style-type: none"> • Possible 3-5 day class or out of school suspension • Restorative conference including guardian • Counselor follow-up
Weapons, Explosives, Dangerous Objects, Imitation Firearms			
- Possession of a knife or blade, real or imitation	<ul style="list-style-type: none"> • 1-2 day suspension • Guardian + student conference • Counseling referral 	<ul style="list-style-type: none"> • 3-5 day suspension • Guardian + student conference • Counseling follow-up • Possibility of expulsion recommended 	<ul style="list-style-type: none"> • Suspension pending expulsion • Expulsion recommended • Guardian + student conference • Counseling follow-up
- Possession or use of a weapons, explosives, dangerous objects or imitation firearms - Brandishing a knife			<ul style="list-style-type: none"> • Suspension pending expulsion (Ed. Code required) • Expulsion recommended • Police called • Guardian and student conference

*Note that school staff reserve the right to shift the nature of suspensions from in-school to out of school and vice versa when appropriate or necessary.

Level 1	Level 2	Level 3
- Minor behavioral OR first reported incident.	- Moderate behavioral OR second reported incident.	- Severe behavioral OR continued incidents.

All actions within a box may be used for each student action unless the student is unwilling to engage in the restorative actions. If a student is unwilling to engage in restorative practices, potentially more severe consequences may be issued.

When specified, teachers will be notified first via e-mail and then in person to provide further details.

For each 2 days of suspension, a student can replace 1 day with 5 hours of community service. The community service hours must be approved by administration and be completed within 3 weeks of the incident.

If a student is suspended, there will be a pre-suspension conference and a reintegration conference that will include guardian, student, an administrator and where appropriate, any additional staff members. When a student is suspended, teachers are automatically notified of the incident and suspension.

***Conflict resolution** – A meeting between 2-3 individuals that is mediated by an administrator, counselor or teacher using restorative questions and “I messages.” Resolutions will only be conducted when both parties agree.

Counseling referral – A referral to one of the school counselors will be made and counselor will determine length/duration of follow-up visits or interventions. Referrals to the mental health program may be made through the counselors.

Defiance – Minor occurrences of defiance should be handled in the classroom using the existing classroom management system. Requests for restorative conferences can be made without completing a behavior referral.

***Restorative circle** – A practice of restorative justice in which those impacted by an action come together using a formal circle process to address the harm done and explore ways to move forward. Circles will only be conducted when both parties agree.

Restorative conference -- A practice of restorative justice in which those impacted by an action come together in a conference setting to address the harm done and explore ways to move forward.

[Fix School Discipline Tool Kit](#)

[Mindfulness for Students](#)

[Psychology Today- Understanding Myths about Mistakes](#)

[Mind Tools- How Good is Your Decision Making?](#)

[Ted Talk- Why I keep speaking when people mock my accent.](#)

[You Tube: Alcohol's Effect on the Teenage Brain](#)

Possible headers “Ourselves, others, environment”

Use “I and we” language”

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: **JOB DESCRIPTION: PRODUCT DEVELOPMENT ASSISTANT**

PREPARED BY: **CYNTHIA ATTIYEH, HUMAN RESOURCES DIRECTOR**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE:

The purpose of this item is for the Board of Trustees to review and approve the job description for Product Development Assistant.

BACKGROUND INFORMATION:

As the Central Kitchen continues to improve and expand, classifications need to be developed to be able to keep pace with changes. This position was created to fill multiple needs within the food service department. In a recent poll conducted by the Dining by Design project, one of the most requested changes was more variety. Through community engagement we can make sure new offerings are well received. This position will assist in taste tests and product development to meet the demands of the Albany Unified School District (AUSD) community. This new position will have a crucial role in this process.

This position is trained in every aspect of the day to day operations. This ensures that when needed, this person would be able to fill in at any position, to make certain the nutritional needs are being met for AUSD students.

The job description was first presented at the April 24, 2018 Board Meeting and it was requested that the job description be brought back to the May 8, 2018 Board Meeting in order for the Board to access more information.

DETAILS:

The Director of Human Resources, the Chief Business Official and representatives from the Service Employees International Union (SEIU) met to develop the classification of Product Development Assistant, Range 28 of the SEIU salary schedule.

FINANCIAL INFORMATION: \$59,000.00-\$68,500.00

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: Review and Approve Job Description: Product Development Assistant

ALBANY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

Product Development Assistant

POSITION DESCRIPTION: The position also assists the Executive Chef in the development of new food items by polling clients, preparing the food items for sale, and receiving feedback on the items to communicate the information to the Executive Chef. This position is trained to fill in for food service staff, including managers. The position may travel to multiple sites during the day to fill in as needed.

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. Prepare, assemble, and dispense meals E
2. Perform routine cleaning tasks in cafeteria and do related work required E
3. Set up counters and dishes/silverware for lunches; wash dishes, trays, pots & pans; clean counters, work area, equipment and dispose of refuse E
4. Prepare, cook, and bake main dishes E
5. Monitor cafeteria student line E
6. Estimate food quantities to be ordered for food preparation E
7. Work POS during lunch service (collect money, check off free and reduced lunch lists) E
8. Follow recipe directions E
9. Complete various record keeping functions E
10. Other related duties as assigned
11. Support student workers as needed E
12. Conduct taste testing with site staff for development of new food items E
13. Participate in the development of new food items E
14. Conduct surveys with students/staff to develop new food items E
15. Obtain feedback on new food items E
16. Fill in for various positions, as needed E
17. Document product development process and stakeholder input E

KNOWLEDGE OF:

1. Kitchen appliances and utensils
2. Sanitation and safety requirements in food preparation
3. Basic computer skills
4. Kitchen operations
5. Ability to cook, bake, and prepare food in large quantities
6. Follow written and oral directions
7. Product development, including documentation and testing of new recipes
8. Essential duties of all positions

ABILITY TO:

1. Operate equipment and perform moderately heavy manual tasks
2. Operate machines found in school cafeterias
3. Interact in a tactful and courteous manner with a diverse community
4. Communicate effectively with stakeholders
5. Be flexible and adaptable

PHYSICAL REQUIREMENTS: This position:

ALBANY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION
Product Development Assistant

- Performs work which is primarily in a kitchen setting
- Requires mobility of arms to reach and dexterity of hands to grasp and manipulate small objects (keyboard, telephone, and common office machines)
- Requires vision (which may be corrected) to read small print
- May require working at a computer screen
- Requires the mobility to stand, stoop, reach, and bend
- Requires lifting, pushing and/or pulling kitchen supplies
- Ability to lift 50 pounds

EDUCATION AND EXPERIENCE: Completion of high school or equivalent, or any combination of education, experience, or training that meets or exceeds the qualifications; experience in food preparation required

SEIU Range: 28

3/27/18

[Signature]

[Signature] 3/27/18

[Signature] 3/27/18

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: CONDUCT A PUBLIC HEARING TO RECEIVE SUNSHINE
NEGOTIATION PROPOSAL FROM CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION (CSEA)

PREPARED BY: CYNTHIA ATTIYEH

TYPE OF ITEM: REVIEW & ACTION

PURPOSE: The purpose of this item is for the Board to receive information on the CSEA sunshine proposal for the 2018-19 re-openers.

BACKGROUND INFORMATION: The full contract is now open for bargaining for 2016-2019.

DETAILS: CSEA has identified the following articles to sunshine:

- Article 6: Wages and Salary
- Exhibits B & C (Salary Schedule)

KEY QUESTIONS/ANSWERS:

Q. What is a sunshine proposal?

A. Sunshine proposals are the first step in contract negotiations. It informs the negotiating teams as to the issues they can expect to see at the bargaining table.

Q. When will negotiations start?

A. The first meeting needs to be scheduled.

FINANCIAL INFORMATION:

Impact to be determined as negotiations proceed

STRATEGIC GOALS ADDRESSED:



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

RECOMMENDATION: Accept Sunshine Negotiation Proposal from CSEA



California School Employees Association

3350 Scott Blvd.
Building 18
Santa Clara, CA 95054

(408) 261-7990
(800) 487-2440
FAX: (408) 235-8678
www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*



April 20, 2018

Valerie Williams, Superintendent
Albany Unified School District
1051 Monroe Street
Albany, CA 94706

Re: CSEA Initial Proposal for 2018-2019 Contract Reopener

Dear Superintendent Williams:

California School Employees Association and our Albany Chapter #679 are pleased to provide our initial proposal for the 2018-2019 contract reopener to be sunshined pursuant to Educational Employment Relations Act Article 8, Public Notice 3547.

CSEA desires to amend the contract as follows:

Article 6: Wages and Salary:

Provide an across the board, fair and equitable salary increase that will assist unit members in achieving a living wage for our geographic area.

Exhibit B & C (Salary Schedule): Update

We look forward to collaborative, meaningful negotiations.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Kathy Rollins
Labor Relations Representative

KR/kt

Cc: Cynthia Attiyeh, HR Administrator; Renee Howley, Chapter President 679;
Karen Keegan, Regional Representative 9; Machel Kessinger, Area C Director;
Charley Goetchius, Field Director; File

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

ITEM: CONDUCT A PUBLIC HEARING TO SUNSHINE
NEGOTIATION PROPOSAL FROM ALBANY UNIFIED
SCHOOL DISTRICT

PREPARED BY: CYNTHIA ATTIYEH

TYPE OF ITEM: REVIEW & ACTION

PURPOSE: The purpose of this item is for the Board to receive information on the Albany Unified School District sunshine proposal for the 2016-2019 California School Employees Association (CSEA).

BACKGROUND INFORMATION: The contract has been approved to be in effect for July 1, 2016-June 30, 2019. The Duration Article 20 allows parties to re-open articles that are mutually agreeable.

DETAILS: Albany Unified School District has identified the following articles to sunshine:

- Article 6 – Wages and Salary
- Article 11 – Leaves
- Article 12 – Workday and Lunch Periods

KEY QUESTIONS/ANSWERS:

Q. What is a sunshine proposal?

A. Sunshine proposals are the first step in contract negotiations. It informs the negotiating teams as to the issues they can expect to see at the bargaining table.

Q. When will negotiations start?

A. The first meeting needs to be scheduled.

FINANCIAL INFORMATION:

Impact to be determined as negotiations proceed

STRATEGIC GOALS ADDRESSED:



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

RECOMMENDATION: Approve Negotiation Proposal From Albany Unified School District

Albany Unified School District: Sunshine Proposal

The District has an interest in exploring and discussing the following articles for collective bargaining with California School Employees Association for the 2016-2019 contract.

The District has identified the following articles for negotiations:

- Article 6 – Wages and Salary
- Article 11 – Leaves
- Article 12 – Workday and Lunch Periods

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 8, 2018

**ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN THE
BERKELEY CITY COLLEGE AND THE ALBANY UNIFIED
SCHOOL DISTRICT TEACHER PREPARATION PIPELINE**

PREPARED BY: VALERIE WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: The Board of Education to review and approve the Memorandum of Understanding Between the Berkeley City College and the Albany Unified School District Teacher Preparation Pipeline

BACKGROUND INFORMATION:

In the Winter of 2017, Dr. Loretta Kane, Coordinator of the Degree and Certificate Programs in Education at Berkeley City College, proposed an idea to the Superintendent to form a partnership between the Berkeley City College and the Albany Unified School District to create a dual enrollment program that would provide Albany High School students an opportunity to explore the teaching profession. Berkeley City College (BCC) currently offers a Teacher's Aide Certificate and an Associate of Arts Degree in Education. The Teacher Preparation Pipeline was created as a pilot program for the 2018-19 school year. AHS Juniors and Seniors will be able to attend classes on the AHS campus and receive both high school and college credit. At the March 13, 2018 Board of Education meeting, Staff and Dr. Kane presented the course offerings and the benefits for our high school students.

DETAILS:

- **Broad Goal:** To enrich our communities by providing more college and career options for high school students and growing and preparing a locally grown workforce.
- **Focused Goal:** To provide Albany High School students with college and career preparation to pursue a career in education.
- **Benefits:**
 - Addresses the teacher shortage in California

- Provides certification and continuous professional development to ensure and maintain a highly qualified paraprofessional workforce
- Motivates high school students to pursue college opportunities in high school and after graduation
- Creates college options for a wide variety of students
- Provides early academic preparation for college
- Attracts a more diverse population of students into education to respond to the need for educators to reflect the student body of a school
- Accelerates the school to college pipeline
- Reduces dropout rates
- Develops educators in the local community setting
- Students are offered courses and textbooks free of charge
- Classes held on the AHS campus

STRATEGIC OBJECTIVES ADDRESSED:



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



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



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

RECOMMENDATION: The Board of Education to review and approve the Memorandum of Understanding Between the Berkeley City College and the Albany Unified School District Teacher Preparation Pipeline

**MEMORANDUM OF UNDERSTANDING
BETWEEN BERKELEY CITY COLLEGE
AND
THE ALBANY UNIFIED HIGH SCHOOL DISTRICT
TEACHER PREPARATION PIPELINE**

This Memorandum of Understanding is between Berkeley City College (“BCC”), a college of the Peralta Community College District (“PCCD”) and Albany Unified High School District (“School District”). This Agreement is dated as of April 26, 2018 (the “Effective Date”).

RECITALS

WHEREAS, PCCD is comprised of four (4) community colleges (College of Alameda, Berkeley City College, Laney College and Merritt College) whose mission includes providing educational programs and services that are responsive to the needs of the students and communities in which it is located;

WHEREAS, School District is a school district located in Berkeley City College’s service area, whose mission includes providing its students with skills to ensure they are caring, competent fully-informed critical thinkers who are prepared for college, career and community success;

WHEREAS, given that recent research has shown that earning college credit while still in high school increases the chances that students will go on to college and earn a college degree, BCC and School District desire to collaborate and provide college credit courses to provide pipeline from high school to college that increases student persistence and completion rates at both institutions;

WHEREAS, course instruction will comply with the student selection standards, curriculum guidelines, recommendations, policies and procedures required by California law;

WHEREAS, the parties desire to enter into this MOU to memorialize their collaboration for this pilot project during 2018-2019, set forth their mutual rights and responsibilities and the terms of their relationship and the parameters of any Courses;

WHEREAS, course instruction will comply with this Agreement and such other student selection standards, curriculum guidelines, recommendations, policies and procedures required by applicable California law, to the extent they do not conflict with the specific provisions of the Education Code section 76004;

WHEREAS, this Agreement contemplates that the parties will enter into a course agreement for each Course offered and taught pursuant to this Agreement (“Course Agreement”) in substantially the form attached hereto as Exhibit A, that each Course Agreement will fully incorporate the terms of this Agreement by reference, and that each Course Agreement will set out the necessary details specific to the particular Course;

WHEREAS, under this pilot project, the parties intend for Berkeley City College not to report full-time equivalent students ("FTES") and obtain State of California ("State") apportionment for the Courses in accordance with California Code of Regulations, Title 5 ("Title 5, CCR"), sections 58050, 58051, and 58051.5, along with any other applicable regulations;

WHEREAS, all Courses will be offered as face-to-face courses within PCCD's service area. On-line courses are not available under this Agreement; and

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

1. **Recitals.** The above recitals are incorporated herein and made a part of this MOU.
2. **Effective Date and Duration.** This MOU shall be effective once signed by the authorized representatives of both parties, effective as of the Effective Date, and continue in effect until May 24, 2019 unless earlier termination by the parties in the manner described herein,
3. **Early Termination.** This Agreement may be terminated by either party hereto if the other party fails to timely comply with any of its obligations hereunder. Termination will be effective sixty (60) calendar days (or such later time set forth in the notice) after the terminating party delivers a written notice to the other party specifically indicating the breach, if the other party fails to cure within such timeframe, provided however that this Agreement shall continue in full force and effect with regards to any Course then being taught until the end of such Course, unless prohibited by law.

This Agreement may also be terminated for any reason by either party. The party desiring early termination without cause must provide written notice to the other party so indicating. Termination will be effective no sooner than the later of (i) sixty (60) calendar days after actual receipt of the written notice or (ii) the end of any Course then being taught. Once this Agreement is terminated, any Courses under this Agreement scheduled for the following semesters will also be terminated.

4. **Course Agreements; Collaboration.**

- A. Any Course to be offered in accordance with this Agreement must be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit A. This Agreement must be referenced in each Course Agreement, and the terms of this Agreement are deemed to be a part of, and fully incorporated into, any and all Course Agreements pertaining to High School Special Admit courses with high School students from School District. The Course Agreements must indicate the time, date,

location, number of educational hours, PCCD credits offered, number of students, course description, the criteria to assess the ability of students to benefit from the Courses. Courses comparable to a course offered at the high school may not be offered and students may not enroll in a college course to alleviate a high school deficiency. The terms of this MOU may not be modified by a Course Agreement. Except where expressly so that stated in a Course Agreement, any inconsistency between the MOU and the terms of Course Agreement will be resolved in favor of this MOU.

- B. While Courses will be college courses meeting PCCD's course rigors and requirements, PCCD shall work collaboratively with School District's Superintendent to identify possible course offerings and related objectives and outcomes.

5. Certifications for State Apportionment Purposes.

- A. The parties agree that the attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this Agreement is authorized attendance for which PCCD shall be credited or reimbursed pursuant to Education Code Section 48802 or 76002, provided that School District has not received reimbursement for the same instructional activity.
- B. The School District certifies that the direct education costs of the Courses offered as part of this Agreement are not being fully funded through any public or private agency, individual, group or other sources.
- C. PCCD certifies that it does not receive full compensation for the direct education costs of conducting the Courses from any public or private agency, individual, group or other sources.
- D. School District will not pay PCCD for the full costs of offering any Course under this Agreement.
- E. School District certifies and agrees that it shall not receive any reimbursement for the Courses and instructional activities provided under this Agreement.

6. Regulatory Requirements for State Apportionment Purposes Applicable to All Courses Conducted Under the Terms of this Agreement.

- A. Responsibilities of Each Party. The Courses will comply with all applicable regulations, procedures, prerequisites and standards applicable to PCCD, and local policies, practices, and requirements of the School District. In the event of a conflict between the policies and requirements of PCCD and School District, the Parties will make a

good faith effort to resolve the conflict by identifying the interests of each Party and the procedure or policy at issue, provided however that to the extent that there is a conflict about the structure, composition or instruction of a Course.

B. Enrollment Period: The enrollment period for all Courses will be as follows:

The enrollment period for all Courses will be determined by BCC in accordance with its guidelines, timelines, policies, pertinent statutes, and regulations. Per PCCD enrollment management guidelines, the targeted normal minimum enrollment per Course is 35 students. Under this MOU, parties agree that the total number of students be served at 20. Once a Course Agreement is fully executed, PCCD agrees to provide the Course covered by the Course Agreement.

C. Number of Course Hours Sufficient to Meet the Stated Performance Objectives.

PCCD will determine the student performance objectives/learning outcomes for each of the Courses and the number of course hours necessary to meet the performance objectives/learning outcomes, consistent with offerings of the same course at a Peralta College campus. The student performance objectives/learning outcomes and corresponding course hours shall be specified in the related Course Agreement. Students shall receive dual credit at both the K-12 and the college level, as to be determined by the parties.

D. Supervision and Evaluation of Students. PCCD will assign faculty to deliver and monitor the instruction of Courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the California Department of Education, PCCD and School District.

The parties shall take necessary measures to ensure that different sections of the same Course are taught in a manner consistent with the approved outline of record for the Course, as required by PCCD.

Instruction will include best practices in teaching and learning and an integrated, outcome-based curriculum and instruction. PCCD will ensure students will receive academic-related support services such as tutoring in order to facilitate their success.

Supervision and evaluation of students will be in accordance with PCCD guidelines, policies, pertinent statutes, and regulations, including Title 5 CCR Sections 58051 and 580056, as well as PCCD's Code of Conduct (Administrative Procedure 5011, Board Policy 5010). During the Course, all students will be under the immediate instructional supervision and control of the PCCD instructor teaching the Course who may be a PCCD part-time faculty member or PCCD contract faculty member. Instructors need to provide the supervision and control necessary for the protection of the health and

safety of students and may not have any other assigned duty during the instructional activity. As a general rule, faculty must be physically present in the classroom or lab or within line-of-sight of the students.

- E. Add/Drop Prior to Completion of the Course. A student's withdrawal prior to completion of the Course and (if applicable), addition to the Course, must be in accordance with PCCD guidelines, policies, pertinent statutes and regulations.
- F. Right to Control and Direct Instructional Activities. Consistent with the standards established by the California Department of Education, PCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all Course instructors who, pursuant to subsection 6G below, shall be PCCD faculty members.
- G. Instructors. Course Instructors will be faculty of PCCD who have interest in working with high school students and meet the minimum qualifications to provide instruction in a California community college (per Title 5 CCR Sections 53410 and 58060). As such, these instructors will be members of the Peralta Federation of Teachers bargaining unit ("PFT") and will have the full rights and privileges accorded to them thereby, as well as by the Peralta Academic Senate and Education Code. The minimum qualifications shall be consistent with the requirements in other similar courses offered by PCCD and shall be published or otherwise listed by PCCD.
- H. Facilities. If a Course is held at the School District, the School District will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the Course and do so without charge to PCCD or any students. School District agrees to clean, maintain, and safeguard School District's premises, including the space provided for Courses, including entries, hallways, and restroom facilities. School District warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. In the event of an emergency during the teaching of a Course, PCCD instructors will act in accordance with PCCD's and AUSD's policies, procedures and code of conduct and inform the School Principal as soon as reasonably possible. If the Course is held on School District property, School District personnel shall be responsible for the safety of the students participating in the Courses.
- I. Equipment. All equipment, textbooks and supplemental supplies and materials required for Courses will be provided free of charge to School District students during this pilot year of 2018-2019.
- J. Enrollment. Subject to Section 6.H(a), enrollment shall be open to any Albany High School student who has been admitted to PCCD and meets all applicable

prerequisites. Applicable prerequisite courses, training, or experience will be determined by PCCD.

The Parties agree to work together to help facilitate the success of students enrolling in Courses under the terms of this MOU.

The School District will ensure that each enrollee for the Courses has met all of PCCD's admissions and enrollment requirements. A successful enrollment requires that each student has completed an online admission application and the Special Enrollment Program form (which are paper forms that cannot be submitted online). The Special Enrollment forms must be delivered to and accepted by PCCD's Admissions and Records Office. For high school students who meet all applicable enrollment requirements, PCCD's Admissions and Records Office will enroll them into the Courses specified by the School District. The PCCD Admissions and Records Office will designate a staff person to manage all dual enrollment processes and serve as a liaison with School District on issues of enrollment.

K. Enrollment and Related Fees.

(a) High school pupils enrolled in courses offered through this Agreement shall not be assessed or charged a fee including a fee charged to a pupil, or a pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course.

Pursuant to PCCD Board Policy 5030 Student Fees and Education Code Section 76300(f), the enrollment, campus use, and health service fees for Albany High School students under this MOU will automatically be waived by PCCD.

L. Student Academic Records; Information Sharing. All student academic records, including permanent records of student attendance, grades and achievement for the BCC courses enrolled shall be maintained by PCCD. Records will be open for review at all times by college officials and submitted on a schedule developed by PCCD. PCCD will provide Course outcome data for relevant courses (per their Course Agreements) twice per year, following the end of each semester. PCCD will provide high school transcript data (pursuant to a separate Data Sharing MOU that PCCD and the School District have executed) in bulk to the School District.

M. Support Services for Students. BCC will collaborate with School District to facilitate student success by providing academic support in areas of course-related tutoring and accommodations. Any office hours will be provided in accordance with the Peralta faculty contract.

N. Parental Consent. It is the School District's responsibility to obtain satisfactory parental consent from parents/guardians of students seeking to take Courses under this Agreement.

7. **Support Staff**. School District will provide personnel to perform clerical services and services associated with outreach activities and recruiting students, if the Course is at a School District facility, and other related services as may be necessary.

8. **Instructors**.

A. PCCD to Select Instructors. Course instructors will be faculty of PCCD who have interest in working with high school students and meet the minimum qualifications to provide instruction in a California community college (per Title 5 CCR Sections 53410 and 58060). The minimum qualifications shall be consistent with the requirements in other similar courses offered by PCCD and shall be published or otherwise listed by PCCD. During the Course's instructional activity, the instructor (and other academic employee, if any) shall have no other assigned duty. School District teachers who have a master's degree, meet the other PCCD requirements necessary for instructors at its community colleges, and meet the minimum qualifications for the Course for which they are applying shall be eligible to apply to teach Courses under this Agreement. PCCD will be the employer of record for purposes of assignment monitoring and reporting to the Alameda County Office of Education. School District will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

B. PCCD Shall Determine Instructor Requirements. Berkeley City College/PCCD shall select and determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction and any requisite professional development activities.

C. Conduct of Instructors

- **Child Abuse and Neglect Reporting Act**. PCCD will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in California Penal Code § 11164 – 11174.
- **Staff Requirements**. PCCD will adhere to the following staff requirements and will provide School District with:
 - i. ✓ Tuberculosis Screening. Current documentation of negative TB Test (PPD) on file for each Instructor working with students.
 - ii. ✓ Fingerprinting of Agents. Current California Department of Justice (CDOJ) fingerprint clearance and FBI fingerprint clearance for each

Instructor working with students. PCCD shall further certify that it has received and reviewed fingerprint results for each Instructor having contact with School District pupils under this Agreement.

- iii. **v Drug-Free / Smoke Free Policy.** PCCD understands that School District does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on School District property. PCCD agrees to require its instructors to adhere to this policy.

9. **Coordination of Responsibilities.** BCC shall appoint an educational administrator, who will serve as point of contact to facilitate coordination and cooperation between BCC and the school District. Among other things, the BCC educational administrator, and the School District educational administrator, shall collaborate to determine the process for timely receiving, investigating and remediating complaints of sexual misconduct or other conduct covered by Title IX of the Educational Amendments of 1972 alleged to have occurred. The School District shall appoint an educational administrator who will serve as point of contact to facilitate coordination and cooperation between School District and BCC in conformity with the School District policies and standards. BCC will provide School District personnel with reasonable assistance, direction and instruction in conducting appropriate student assessment, outreach/recruitment activities and compliance with PCCD policy and Berkeley City College procedures and academic standards.
10. **Program Improvement and Assessment.** BCC and the School District will assess status of the pilot courses per semester by, but not limited to, surveys of participating School District students, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered.
11. **Workers' Compensation.** School District shall be the employer for all of its personnel who perform services in connection herewith. School District shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective School District personnel made in connection with performing services and receiving instruction under this Agreement or any related Course Agreement. Berkeley City College shall be the employer for all of its personnel who perform services in connection herewith. Berkeley City College shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services and receiving instruction under this Agreement or any related Course Agreement.
12. **Indemnification.**
 - A. School District shall defend, hold harmless, and indemnify PCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable

attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property (collectively, "Claims"), from any cause whatsoever arising from or connected with: (1) the condition of School District premises or facilities and any injuries or damages resulting therefrom; (2) School District's failure to process, investigate, defend, or pay any workers' compensation claims by School District personnel relating to, or in connection with, the provision of services under this Agreement or any related Course Agreement; or (3) that arise out of or result from, acts or omissions of School District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that School District shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of PCCD or its personnel, in which case indemnification shall be administered on a comparative fault basis.

- B. PCCD shall defend, hold harmless, and indemnify School District, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all Claims from any cause whatsoever arising directly from or in connection with the performance by PCCD of its responsibilities hereunder that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of PCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that PCCD shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of School District or its personnel, in which case indemnification shall be administered on a comparative fault basis.
- C. This indemnity provisions shall survive termination of this Agreement or any related Course Agreement, and is in addition to any other rights or remedies that School District or PCCD may have under law and/or otherwise.

13. Insurance Requirements.

- A. Each party shall obtain, pay for, and maintain in effect or self-insure during the life of this Agreement, the following policies of insurance issued by an insurance company rated not less than "A-V" in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability (errors and omissions) with a limit of liability not less than

\$1,000,000 per occurrence; and (4) workers' compensation insurance as required under State law.

- B. Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.
- C. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Agreement.
- D. The parties acknowledge that both parties are permissibly insured or self-insured under California law.

14. Discrimination and Harassment. Each party agrees it will not unlawfully discriminate, harass, or allow harassment against any employee or other person because of gender, gender identity, sexual orientation, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment. The parties agree that all applicants and students participating in the Courses shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, military status, gender identity, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or PCCD's applicable board policies.

15. Entire Agreement. This Agreement (together with its exhibits Course Agreements) constitutes the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement regarding the subject matter of this Agreement. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or promise made outside those expressly set forth in this Agreement and any related Course Agreement.

16. Modifications and Amendments. The provisions of this Agreement may be modified only by mutual agreement of the parties reflected in an executed amendment to this Agreement. No Course Agreement can modify the terms of this Agreement, unless expressly indicated in such

Course Agreement that it is the intent of the parties to deviate from this Agreement and such Course Agreement is signed by PCCD's Chancellor and Vice Chancellor of Academic Affairs provided however that such modification shall apply only to the specific Course Agreement. No modification or amendment to this Agreement shall be agreed to, and no amendment shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought. Except as provided herein above, in the event of a conflict between a Course Agreement and this Agreement, this Agreement shall supersede and control.

17. **Waiver.** Unless otherwise precluded by the terms of this Agreement, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
18. **Assignment.** Neither party may assign any rights or benefits or delegate any duty under this Agreement without written consent of the other party. Any purported assignment without written consent shall be void.
19. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right to subrogation or action against any party to this Agreement.
20. **Severability.** If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
21. **Notices.** Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
22. **Authority to Enter Into MOU.** Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

- 23. Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. Each party shall be solely responsible for paying all salaries, wages, benefits, and other compensation to which its respective employees or subcontractors may be entitled to receive in connection with performing services under this Agreement and any related Course Agreement.
- 24. Retention and Audit of Records.** Each party shall maintain records pertaining to its performance of this Agreement and related Course Agreements as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
- 25. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this Agreement shall be Alameda County, California.
- The School District's Superintendent will serve as the liaison to Peralta ("School District Liaison") for any issues concerning this MOU. Vice President of Instruction will serve as BCC's point of contact for any issues concerning this MOU ("PCCD Representative").
- 26. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 27. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** The School District verifies that PCCD does not appear on the Excluded Parties List.
<https://www.sam.gov/portal/public/SAM>.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below, to be effective as of the Effective Date.

ALBANY UNIFIED HIGH SCHOOL DISTRICT

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____

Val Williams

Superintendent

Date: _____

By: _____

Jowel C. Laguerre, Ph.D.

Chancellor (*Authorized Agent*)

Date: _____


By: 

Rowena Tomaneng, Ed.D

President

Berkeley City College

Date: 5/1/18

By: 

Kuni Hay

Vice President of Instruction

Berkeley City College

4-30-18

[Signature Page to College and Career Access Pathways (CCAP) Partnership Agreement]

EXHIBIT A**COURSE AGREEMENT****Berkeley City College of the Peralta Community College District
and Albany High School of the Albany Unified School District**

This Course Agreement for High School Special Admit Courses is being executed between Berkeley City College of the Peralta Community College District and Albany High School of the Albany Unified School District in connection with the Memorandum of Understanding regarding High School Special Admit, dated as of April 26, 2018, between Berkeley City College and Albany High School ("MOU"), the terms of which are incorporated herein by the reference. Unless otherwise expressly indicated herein, in the event of a conflict between this Course Agreement and the MOU, the MOU shall control.

Point of Contact

The Berkeley City College Representative and Albany Unified High School District Representative for the purposes of the Course Agreement are as follows:

Location	Name	Telephone	Email
Berkeley City College	Kuni Hay Vice President of Instruction Berkeley City College	2050 Center Street Berkeley, CA 94704	khay@peralta.edu
Albany Unified School District	Ms. Val Williams Superintendent	1051 Monroe Street Albany, CA 94706	vwilliams@ausdk12.org

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Date of this Course Agreement: April 26, 2018

Course Names and Numbers: EDU 1: Introduction to the Field of Education
EDU 97: Field Studies

Location where Courses will be offered:	Fall 2018, AUSD classroom Spring 2019, AUSD, classroom
Course Names, course Numbers, Terms	Fall 2018 EDU 1: Introduction to the Field of Education Spring 2019 EDU 97: Field Studies
If this Course is being offered as part of a sequenced, pathway-aligned program, name the pathway:	Teacher Preparation Pipeline from AUSD, Berkeley City College and California State University, East Bay
Days of Week and Time Course will be Offered:	Fall 2018 (EDU 1) Thursdays 2:00 – 5:00 pm Spring 2019 (EDU 97) Thursdays 2:00 – 4:00pm (every other week)
Dates Course will be offered (<i>start and end dates</i>):	Fall 2018 (EDU 1) August 30 – December 20 Spring 2019 (EDU 97) January 22 – May 18

Performance Objectives of the Course (<i>to be determined by PCCD</i>)	<p>EDU 1: Introduction to the Field of Education</p> <ol style="list-style-type: none"> 1. Describe history, tenets, practices, and major issues in education, including problems and issues in urban education today from a sociological and historical perspective. 2. Model the rudiments of curriculum and lesson planning. 3. Analyze models and methods of effective teaching, especially in relation to the needs of a diverse student body. <p>EDU 97: Field Studies</p> <ol style="list-style-type: none"> 1. Assess student needs and apply lesson plans in field situations. 2. Describe effective, student-centered strategies for working with students to increase their skills and learning, bearing in mind different learning styles.
Number of educational hours of courses per week and number of weeks (<i>Note: Courses may end before the end of the high school semester</i>):	<p>EDU 1: 3 hours/week</p> <p>EDU 97: 2 hours of lecture every other week plus 3-9 hours of field work per week.</p>
PCCD units (credits) offered for Course:	<p>EDU 1: 3 units</p> <p>EDU 97: 1 unit for classroom lecture ; 1-3 units for field work.</p>
Number of high school students to be served by Course	20

Max class size for regular Dual Enrollment:	35
Name of Instructor for Course:	Dr. Loretta Kane for both EDU 1 and EDU 97
Name of the Instructor's supervisor who may be conducting on-site evaluations of the Instructor's performance:	Lisa Cook, Dean of Liberal Arts & Social Sciences
Minimum Qualifications for Faculty Instructor	EDU 1 and EDU 97 Master's in Education or the equivalent
If the Course has a pre-requisite, what is it and who will assess whether the students have satisfied it? By what date?	EDU 1 for EDU 97
Date of School Board approval for facility to be open to the general public at the time the Course is offered:	May 9, 2018
Required Course Materials, Equipment, Textbooks and Supplies:	<p>EDU 1: Introduction to Teaching: Helping Students Learn, by Johnson, Musial, and Johnson. Rowman & Littlefield Publishers, 2009</p> <p>The Shame of the Nation by Jonathan Kozol</p> <p>Course Reader</p> <p>EDU 97: No textbook required</p>

Estimated Cost of Books and Instructional Materials:	$\$ 70 \times 20 = \$1,400$ (text book) fee waived $\$30 \times 20 = \600 (Course reader) fee waived \$2,000 total fee waived
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This Course Agreement is entered into between Berkeley City College and Albany Unified High School District as of the date set forth below.

Albany High School

Berkeley City College

By: _____

Printed Name: Valerie Williams

AUSD Superintendent

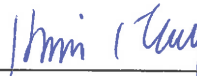
Date: _____

By:  _____

Printed Name: Dr. Rowena Tomaneng

College President

Date: 5/1/18

By:  _____

Printed Name: Kuni Hay

Vice President of Instruction

Date: 4-30-18