

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 22, 2018

Closed Session: 6:30 p.m. - 7:00 p.m.

Open Session: 7:00 p.m. - 8:40 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>	<p>I. OPENING BUSINESS 6:30 p.m.</p> <p>A) CALL TO ORDER</p> <p>B) ROLL CALL</p> <p>C) IDENTIFY CLOSED SESSION PURSUANT TO AGENDA SECTION III BELOW</p> <p>II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS</p> <p><i>General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.</i></p> <p>III. CLOSED SESSION 6:35 p.m.</p> <p>A) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation (Gov. Code section 54956.9):</p> <ul style="list-style-type: none"> • Philip Shen, et al. v Albany Unified School District • 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 <p>B) WITH RESPECT TO EVERY ITEM OF BUSINESS TO BE DISCUSSED IN CLOSED SESSION (Gov. Code Section 54957.6) - Conference with Labor Negotiator (Superintendent Valerie Williams, District Representative), Regarding Negotiations as it Pertains to:</p> <ul style="list-style-type: none"> • California School Employees Association (CSEA) • Albany Teachers Association (ATA) • Service Employees International Union (SEIU) Local 1021
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IV. OPEN SESSION

7:00 p.m.

(25 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) CALL TO ORDER (Reconvene to Open Session)

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) READING OF AUSD MISSION & VISION STATEMENT

E) REPORT OF ACTION TAKEN IN CLOSED SESSION

F) APPROVAL OF AGENDA

G) SPOTLIGHT:

1. Beacon Consulting Group: Leadership in Energy Efficiency Program (Prop 39 Presentation)
(15 mins.)

H) 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 May 8, 2018 Board of Education Meeting------(pg.5)
2. Human Resources
 - a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order------(pg.14)
3. Business Services
 - a) Contract Renewal With Edlio Website CMS------(pg.17)
4. Curriculum, Instruction, and Assessment
 - a) Adoption of Elementary Instructional Materials: Reading Comprehension------(pg.22)
 - b) Overnight/Out of State Field Trip: Albany High School to Capitol Hill Challenge
in Washington, DC June 11-14, 2019------(pg.24)
5. Student Services
 - a) Albany High School Behavior Matrix------(pg.26)

I) BOARD AND SUPERINTENDENT REPORT**7:25 p.m.**

(5 mins.)

J) STUDENT BOARD MEMBERS' REPORT**7:30 p.m.**

(5 mins.)

K) PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA**7:35 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.

L) STAFF REPORTS**7:40 p.m.**

1. Promoting Safe, Supportive, and Collaborative Environments for all Students and Staff------(pg.33)
(10 mins.)
2. Education Update: Local Control Accountability Plan Update------(pg.35)
(10 mins.)

M) REVIEW AND ACTION**8:00 p.m.**

1. Resolution 2017-18-23: AUSD's Commitment to Climate Change Action, 2018------(pg.39)
(10 mins.)
2. Data Privacy Amendment to Agreement Between Albany High School and UCSF Benioff
Children's Hospital Oakland------(pg.43)
(5 mins.)
3. Safe Havens International Contract------(pg.65)
(20 mins.)

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD**8:35 p.m.**

(5 mins.)

V. ADJOURNMENT**8:40 p.m**

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

FUTURE BOARD MEETINGS

Date	Time	Location
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June 12, 2018	7:00 – 9:30 p.m.	Albany City Hall
June 26, 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**

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MINUTES FOR REGULAR MEETING

Tuesday, May 8, 2018

Albany City Hall

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

No one addressed the Board at this time.

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

IV. OPEN SESSION

A) CALL TO ORDER (Reconvene to Open Session)

President Black called the meeting to order at 7:05 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, and Student Board Member Silwal.

2. **Staff Present:** Superintendent Valerie Williams; Marie Williams, Director III, Curriculum, Instruction, and Assessment; Carrie Nerheim, Director I, Student Services; and Cheryl Cotton, Director, Human Resources
3. **Excused:** Cynthia Attiyeh, Director III, Human Resources

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

Adjustments to Agenda: Request to move **Review and Action Item N2: *Job Description: Product Development Assistant*** up the agenda and present it before the STAFF REPORTS.

Motion: Board Member Trutane moved to Approve: *Albany Unified School District Board of Education Agenda for the May 8, 2018 Regular Meeting with this change*. Motion seconded by Board Member Blanchard. The motion passed unanimously.

G) EMPLOYEE RECOGNITION

Superintendent Williams, Director of Human Resources, Cheryl Cotton, and Board President Black recognized Certificated and Classified Staff. President Black read the Resolutions aloud and presented certificates to representatives for each of the following:

1. **Resolution 2017-18-20: Teacher Appreciation Week (ATA):**

Motion to Approve by Board Member Clark; seconded by Board Member Blanchard. Approved by a vote of 7-0.

2. **Resolution 2017-18-21: Classified Employees Appreciation Week (for CSEA and SEIU)**

Two certificates: one for CSEA employees and one for SEIU employees. Motion to Approve by Vice President Stapleton-Gray; seconded by Board Member Trutane. Approved by a vote of 7-0.

H) SCHOOL SPOTLIGHT: Child Nutrition

Clell Hoffman, Executive Chef and Director of Food Services, presented some highlights of the report from a survey conducted in January 2018: *Dining By Design: Phase I - Discovery*, which is included in the Board packet materials. Some findings include:

- *Food sales have increased over the past 7 years, but participation (i.e. meals served) has decreased.*
- *High percentage of students who enjoy quality of food*
- *Biggest concerns expressed by students are 1) adding variety, and 2) lines in cafeteria (biggest barrier for participation; source of social friction); only 18% of students mentioned quality of food as a concern.*
- *Pre-order food option to avoid lunch lines; use of mobile devices, social media for online menus, preordering*
- *Priority Recommendations: reduce social friction; promote new offerings*

The Board and members of the community discussed briefly the use of social media platforms to poll students and promote food services; diversifying payment methods (apps like Venmo) to allow students to use their phones; the issue of cutting in lines; and the variety of foods offered. Clell is working with site administration to address the issue of cutting in lines. Board Member Trutane commented on the healthy options on the Lunch Cart and Snack Cart at the Middle School.

I) APPROVAL OF CONSENT CALENDAR

1. Board of Education

- a) Minutes of the April 3, 2018 Board of Education Meeting
- b) Minutes of the April 24, 2018 Board of Education Meeting

2. Human Resources

- a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order

3. Business Services

- a) March 2018 Warrant Report
- b) March 2018 Donation Report

4. Curriculum & Instruction

- a) Adoption of Elementary Instructional Materials: Phonemic Awareness and Decoding
- b) Overnight/Outdoor Education Field Trip: Cornell to YMCA Camp Campbell in 2019

5. Special Education

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

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

J) BOARD AND SUPERINTENDENT REPORT

Superintendent Williams recognized Albany High School student, Mateo Rodriguez, who was honored at the April 27 "Fiesta Fabulosa" at Albany High. He was named a 2018 CIEE CLTA (Council for International Education and Exchange and California Language Teachers Association) "Student of the Year." Mateo received a \$2500 award, which he will use to study Spanish Languages and Cultures this summer as a CIEE Global Navigator in Palma de Mallorca, Spain. She read a statement from Mateo:

I am so honored and grateful to have received this award. I am really looking forward to studying abroad in Palma de Mallorca this summer. I want to thank Kelly Britt, Professor Lim-McAlister, and CIEE for their support and for making this opportunity possible.

There were no Board Reports.

K) 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.

- Albany Middle School's *Parent Information Night* for incoming 6th Graders will be held on Wednesday, May 16th from 7:00 - 8:00 p.m. All incoming 6th grade parents/guardians are invited to the AMS gym to get an overview of the Albany Middle School 6th grade experience.
- AMS will host *Principal's Coffee* on Friday, June 1st from 8:00-9:00 a.m. in the AMS library. This is a less formal opportunity to speak with Principal Deborah Brill about what to expect next year. Principal Brill will be visiting each 5th grade class in May during library time to answer students' questions about transitioning to middle school. Also in June, students will be touring AMS during the during the school day.
- On Thursday, May 24th the *Science Investigations Fair* will be held at Marin Elementary in the Multi-Purpose Room from 6:30 - 8:30 p.m.
- Throughout the week, staff at Cornell will be treated to decorated doors, a catered lunch from Cafe Raj, coffee drinks from Eunice Cafe, pizza from Little Star, gift cards, flowers, and homemade baked goodies. Thank you staff!
- Albany High School is having their annual Prom on June 2nd at the Chabot Space and Science Center. We hope it will be out of this world!

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

President Black pointed out that the Public Hearing to Sunshine Negotiation Proposal **California School Employees Association (CSEA)** will be towards the end of the meeting, and requested that if anyone from CSEA wants to comment on salaries, the time to do it would be during the Public Hearing.

Two staff members from the CSEA addressed the Board requesting an increase in salary. Numerous others were waiting in line to speak. At that time, Board Member Clark requested an *Adjustment to the Agenda to move up the Public Hearing to Sunshine Negotiation Proposal From California School Employees Association (CSEA)*. President Black requested to first hear members of the audience who wish to address the Board on Matters NOT on the Agenda, and then the Board could move to the Public Hearing.

A member of the community spoke briefly about the Instagram incident last year: how the District Administration, Staff, and members of the Board handled the Instagram incident last Spring, the legal decisions made, the settled lawsuits, and expressed disapproval of how certain members of the Board handled the situation at the last Board Meeting of April 24, 2018.

M) REQUEST TO ADJUST AGENDA

Board Member Clark moved to adjust the Agenda to move up Item 3: Public Hearing to Sunshine Negotiation Proposal From California School Employees Association (CSEA). Approved and so adjusted.

N) REVIEW AND ACTION

1. **Conduct A Public Hearing To Receive Sunshine Negotiation Proposal From California School Employees Association (CSEA)** *NOTE: This item was moved up on the Agenda as requested.

President Black Opened the Public Hearing to allow for public comment and discussion.

Numerous staff, teachers, and community members spoke to express their request for an increase in wages for paraeducators and other CSEA Classified staff. Members of the Board discussed the requested increase in wages, and Superintendent Williams stated that negotiations is on the Agenda for the May 22, 2018 Board Meeting under Closed Session. It was clarified that the role of the Board is to provide oversight and management; it does not go to direct negotiations. Rather, the Board directs Administration, and the administration and the representatives from unions are the negotiators.

The Board was presented with a ***Petition in Support of CSEA Classified Salary Increases***, signed by 603 people, which President Black read for the record:

*WE, THE EMPLOYEES OF THE ALBANY UNIFIED SCHOOL DISTRICT AND THE ALBANY COMMUNITY SUPPORT **THE OFFICE/PARAEDUCATOR** BARGAINING UNIT GOAL TO ACHIEVE A LIVING WAGE THAT ENABLES US TO SUPPORT OUR FAMILIES AND FULFILL THE NEEDS OF OUR STUDENTS.*

SALARIES NEED TO BE RAISED TO ADDRESS THE OUT OF CONTROL COST OF LIVING IN THIS AREA AND THE ABILITY OF EMPLOYEES TO CONTINUE TO WORK IN THE SCHOOL DISTRICT AND MEET BASIC NEEDS SUCH AS HOUSING, FOOD, CHILD CARE, MEDICAL COSTS, AND TRANSPORTATION.

President Black temporarily closed the Public Hearing and stated that the Board will return to it later, according to the agenda.

2. Job Description: Product Development Assistant

**Note: this item was moved up on the Agenda as requested*

This *Job Description* was previously presented to the Board on April 24th and tabled so that Clell Hoffman could be present to answer questions about the position. Clell explained that this position was created in response to a need based on a survey; it is not a new position but is a reclassification for someone already employed at AUSD. The position left open will not be backfilled. He addressed some of the previously asked questions regarding some of the duties of the position that are needed, such as taste-testing and floating substitute, and explained that they do not have a formal system of taste-testing now but would like to implement one, and while there is a floating substitute now, the Food Services Department is often short-staffed and several District Office employees have even stepped in many times to help out when they are in need.

A member of the community reiterated concerns that were asked at the last meeting on April 24th (i.e. the quality and variety of food being served at the Elementary Schools, the calorie count regulations, food lines). Clell clarified that through this new position, more taste-testing, student feedback, and variety will follow. He will also be working with site staff regarding food lines.

Motion: Board Member Trutane moved to Approve: Job Description: Product Development Assistant Seconded by Board Member Blanchard. The motion passed unanimously.

O) STAFF REPORT

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

Carrie Nerheim, Director of Student Services, spoke about the Social and Emotional Learning (SEL) and Social Justice (SJ) competencies, a program the District Leadership Team has been working on, and read a paragraph that described the program:

Social and Emotional Learning (SEL) and Social Justice (SJ) competencies are foundational skills necessary for children and adults to connect across race, class, culture, ethnicity, language, gender identity, gender expression, sexual orientation, differing abilities, faith and religion, learning needs, age, and all other identities represented among our diverse community. These competencies deepen our awareness, knowledge, social skills, and strengthen our relationships in our community.

The Elementary Wheel presented in the Board packet includes kid-friendly language appropriate for age elementary levels. There is also a Secondary Wheel, and the principals at the middle school and high schools are working with staff to modify the language on them to be more appropriate for those grade levels. Staff and District Leadership will decide how best to interpret and implement it with each grade level. Members of the community and Board commented on sections of the Wheel such as “Self-Management,” “Self-Awareness,” “Social awareness,” and “Social inequities” and asked for Staff and District Leadership to further examine some of the issues and challenges that fall under these categories.

2. Special Education Update

Diane Marie, Director of Special Education, discussed her report as presented in the Board packet. Hope to hold Professional Development opportunities twice a month on topics as requested by paraeducators.

On a related note, Superintendent Williams gave a shout out to Dr. Loretta Kane’s course at Berkeley City College, as Albany Unified has been able to recruit paraeducators from that program.

3. Elementary Temporary Student Housing

Superintendent Williams stated that in discussing the plans for temporary housing for students during the elementary school construction, the main priority has been to keep the students in Albany.

The purchasing of furniture for the schools may need to be postponed. It was clarified that the next Special Board Meeting on May 15th will not discuss temporary housing; that meeting will be to discuss the plan to rebuild or renovate Ocean View school. The calendar year to start the project is at the very earliest the 2019-2020 school year, with an anticipated two-year construction program. Details on the a.m./p.m. bell schedules, and after-school programs with school sites will all need to be worked out. Updates will be communicated with the public. Board Member Blanchard stated that this temporary housing plan saved the construction budget \$4 million.

P) REVIEW AND ACTION ITEM (continued)

1. Albany High School Behavior Matrix

Superintendent Williams stated that the purpose of this is to **review and act** on the AHS Behavior Matrix.

Alexia Ritchie, Principal of Albany High School, and Assistant Principal, Larry Pratt, presented a slideshow and addressed questions that were previously submitted by the Board prior to the meeting.

Comments from Audience included suggestions such as taking the action of pulling a fire alarm (noted on page 146) more seriously since it is a very dangerous and illegal thing; delineating or defining what constitutes a “terrorist” threat”; allowing for differentiation of consequences for children who have mental health issues; and on a different note, allowing for recognition of nationalities, diversities, and celebrations. Principal Ritchie reiterated that the counseling piece is essential, and that after an infraction, all students are counseled, including students with all ranges of mental health strengths and challenges.

Motion: President Black requested a motion to Table: Albany High School Behavior Matrix and bring it back on Consent at next Board Meeting with the changes that have been requested. Motion by Board Member Blanchard; seconded by Vice President Stapleton-Gray. The motion passed unanimously.

Q) NEED TO EXTEND MEETING

President Black requested a motion to extend the Meeting 30 minutes until 10:00 p.m. Board Member Trutane moved to extend the Meeting 30 minutes.

R) REQUEST TO ADJUST AGENDA

President Black moved to adjust the Agenda to move up Item 5: Memorandum of Understanding Between Berkeley City College and the Albany Unified School District - Teacher Preparation Pipeline. Approved and so adjusted.

S) REVIEW AND ACTION (continued)

5. Memorandum of Understanding Between Berkeley City College and the Albany Unified School District - Teacher Preparation Pipeline

**Note: This was moved up the Agenda as requested.*

Superintendent Williams introduced Dr. Loretta Kane from Berkeley City College, who described the Field Work course (per the MOU) and answered questions from the Board. Paraeducators enrolled in this program and course can work in classrooms as volunteer paraeducators at the high school. They would not be paid or replace paraeducators since this is a field studies program. The pay they would receive would be the units that are earned for the program.

Board Member Trutane explained that this is the second time this program has been presented to the Board, and is almost too good to be true as it gives high school students the opportunity to earn community college credit on high school campus during the high school hours. It also helps AUSD by involving students in our schools.

Superintendent Williams explained that the vision of this program is to educate Albany students and bring them back for hire later on. This Memorandum of Understanding is a 1 year pilot program, it is free for students and free for the school district.

Motion: President Black requested a motion to Approve: *Memorandum of Understanding Between Berkeley City College and the Albany Unified School District - Teacher Preparation Pipeline*. Motion by Board Member Clark; seconded by Board Member Blanchard. The motion passed unanimously.

3. Conduct A Public Hearing To Receive Sunshine Negotiation Proposal From California School Employees Association (CSEA) (continued)

President Black re-opened the Public Hearing. Discussion and comments continued from earlier in the meeting regarding the need and demand for a fair and decent wage increase for paraeducators and other classified support staff. The best way to compliment someone is to pay them more.

President Black closed the Public Hearing.

Motion: President Black requested a motion to Approve: *The Sunshine Negotiation Proposal From California School Employees Association (CSEA)*

Motion by Board Member Trutane; seconded by Board Member Blanchard. The motion passed unanimously.

4. Conduct A Public Hearing To Receive Sunshine Negotiation Proposal From Albany Unified School District

President Black opened the Public Hearing. There were no comments on this item.

President Black closed the Public Hearing.

Motion: President Black requested a motion to Approve: *The Sunshine Negotiation Proposal From Albany Unified School District*. Motion by Board Member Blanchard; seconded by Board Member Clark. The motion passed unanimously.

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- Bring back AHS Behavior Matrix on Consent
- Soda Tax Revenues - to be reported on a Friday Update to the Board by Superintendent Williams

V. ADJOURNMENT

The Board adjourned the meeting at 9:56 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
May 15, 2018: SM 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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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).

Personnel Assignment Order: Pending Approval

BOE Meeting 5/22/2018

Class Certificated

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>
Substitute Teacher	Chiu, Stella				5/9/18		Approve	
Teacher	Carrera, Maria		AHS	1.0 FTE	4/27/18		Approve	
Teacher	Ting, Andrew		ACC	.04545 FTE	5/2/18		Approve	

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>
Para-educator: ACC	Norozi, Mojgan		ACC	1.0 FTE	4/30/18		Approve	ACC
Student Services Coordinator	Nichols, Kristin		DO	1.0 FTE	6/1/18		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>
Lead Para-educator	Norozi, Mojgan	To accept new position	ACC	.6 FTE	4/27/18		Approve	

BOE Meeting 5/22/2018

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>
	Allison, Elizabeth				5/23/18		Approve	
	Baik, Hyejung				5/23/18		Approve	
	Banzon, Mealear				5/23/18		Approve	
	Brown, Glenn				5/23/18		Approve	
	Cole, Jonathan				5/23/18		Approve	
	Flores, Marta				5/23/18		Approve	
	French, Julie				5/23/18		Approve	
	Galeas Hernandez, Jose				5/23/18		Approve	
	Getchell, Amy				5/23/18		Approve	
	Hayden, Maya				5/23/18		Approve	
	Herbert, Sonja				5/23/18		Approve	
	Huma, Lillie				5/23/18		Approve	

Monday, May 14, 2018

Page 2 of 3

BOE Meeting **5/22/2018**

Hussain, Mahmood	5/23/18	Approve
Jin Lee, Kyung	5/23/18	Approve
Mearlear, Sovann	5/23/18	Approve
Newton, Matthew	5/23/18	Approve
Pon, Craig	5/23/18	Approve
Santoyo, Maria	5/23/18	Approve
Shenson-Steadman, Lea	5/23/18	Approve
Uyeda, Stacey	5/23/18	Approve
Wilhelmson, Karolyn	5/23/18	Approve
Wilson, Elizabeth	5/23/18	Approve
Xie, Lingling	5/23/18	Approve
Yang, Xi	5/23/18	Approve

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 22, 2018

ITEM: CONTRACT RENEWAL WITH EDLIO WEBSITE CMS

PREPARED BY: DAX KAJIWARA, TECHNOLOGY DIRECTOR

TYPE OF ITEM: CONSENT

PURPOSE:

To renew the contract with Edlio to continue to provide AUSD district and school site website CMS (Content Management Services)

BACKGROUND INFORMATION:

AUSD runs its public-facing district and school site (with the exception of Albany High School) websites on the Edlio platform. The platform provides the web hosting and serving of AUSD websites and pages along with a backend management platform that easily allows for website content to be added and edited in a distributed manner throughout the district.

DETAILS:

This contract is a renewal to continue service for three years, through the 2020-2021 school year.

KEY QUESTIONS / ANSWERS:

Q: Why do we want to engage in a three-year agreement?

A: AUSD receives a 15% discount if we agree to a three-year term. AUSD recently went through a time-consuming process with Edlio to improve the website design and functionality so it is unlikely that AUSD would want to change service providers in the near-term. Because of this it seems reasonable to benefit from the cost savings of engaging in a longer agreement.

Q: Why are Albany Adult School and Albany High School listed in the number of websites being provided? Albany Adult School no longer exists and Albany High School does not use Edlio. Are we paying for websites that do not exist?

A: The fee that we pay Edlio is tied to the number of students at the district, not the number of schools/websites. The Albany Adult School website and Albany High School website existed when we

originally started with Edlio. By keeping them on the agreement, it allows us to more easily create new websites in the future, if necessary. We are not paying extra for them.

FINANCIAL INFORMATION:

The contract is for a \$18,360.00 for a term of three years to be paid at the start of the term. The yearly cost remains unchanged from the previous three-year agreement.

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 the Contract Renewal With Edlio for a three-year term
--

Proposal

Edlio, LLC
12910 Culver Blvd Suite I
Los Angeles, CA 90066

Date: 05/02/2018
Valid until: 06/02/2018

Quote: #2374121000111920469
Vendor Number:

Proposal for:

Albany Unified School District

Prepared by:

Colleen Ghazery
colleen@edlio.com

Product Name	Price
Website CMS: District Wide Solution - Annual Fee Edlio CMS for one year.	\$ 18,360.00
Total: (Due first date of subscription period)	\$ 18,360.00
Total Annual Fees:	\$ 7,200.00
Total Setup Fees:	\$ 0.00

Prices listed above are based on a 3-year contract.

Multi Year:
Contract Dates = 7/01/18 - 7/01/21

Base Fee: \$7,200 per year
Term: 3 Years
Total: \$21,600
Discount: 15%
NEW Total: \$18,360

*Customer will be paying for all three years up front; therefore, total due is \$18,360.00

Number of Websites:
9

Websites Included in DWS:
Albany Unified School District
Albany Adult School
Albany Children's Center
Albany High School
Albany Middle School

Initial:

Cornell Elementary School
MacGregor High School
Marin Elementary School
Ocean View Elementary School

Initial:

Terms and Conditions

HOSTING:

- Cloud-based, fully-supervised, secure website hosting is included with Edlio CMS.

TECHNICAL SUPPORT:

- We offer ongoing, unlimited technical support to all staff members in your organization.
- NOTE: Online and phone Technical Support will not be available until the site(s) are launched.

ADD-ONS:

- If Stores or Donations add-on is selected, a Payflow Pro account and a merchant account are required. You may also opt to use Edlio's accounts and request checks be issued as needed. With either option, transaction fees apply.

ADDENDUM:

AGREEMENT:

Contract Length: 3 year(s)

By signing below, I acknowledge that this is an annual subscription and my organization is liable for payment for the full contract length specified above. If my organization received a discount and cancels before the end of the contract, we are liable for the non-discounted amount for the remainder of the full contract length. This includes any discounted setup fees. If my organization opted for a prorated term, I understand that we are also liable for that prorated amount.

I understand that we are liable for annual payment on the first date of the annual subscription. Annual invoices will be sent out up to 90 days before the anniversary date to allow sufficient time for our organization to submit payment no later than the first date of the subscription period.

I understand and agree to the terms laid out above.

Signature: _____

Name: _____

Date: _____

Initial: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 22, 2018

ITEM: **ADOPTION OF ELEMENTARY INSTRUCTIONAL MATERIALS:
READING COMPREHENSION**

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

TYPE OF ITEM: **CONSENT**

PURPOSE: The purpose of this item is to approve the proposed adoption of elementary instructional materials for reading comprehension.

BACKGROUND INFORMATION:

Since 2013-2014, grant-funded Teachers on Special Assignment, in conjunction with Elementary Curriculum Council, have been leading the District's efforts to review, pilot, and recommend instructional materials aligned to Common Core State Standards.

During the 2017-2018 school year, the Elementary Curriculum Council has been working 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 April 3, 2018, Governing Board meeting, *Units of Study in Reading* was presented for review and discussion as the recommended curriculum for reading comprehension.

DETAILS:

During the fall of 2017, approximately thirty teachers, at all three elementary schools, in Kindergarten through fifth grade piloted one of two reading comprehension programs: "Being a Reader" published by Center for the Collaborative Classroom and "Units of Study in Reading" published by Heinemann.

On March 21, 2018, the pilot committee reconvened and "Units of Study in Writing" was recommended by a majority of pilot teachers. While many pilot teachers noted that both programs were strong, teachers observed that the Units of Study in Reading program encouraged and produced deeper student discourse (partner talk and whole class discussion); integrated seamlessly with the Units of Study in Writing adopted Districtwide in 2016; emphasized and reinforced the importance of students' "eyes on text" (i.e. ample time allotted for reading); and over time would produce the greatest academic outcomes for students.

In making the recommendation to adopt Units of Study in Reading, pilot teachers identified the need for professional development, teacher collaboration time, the systematic development of classroom libraries, and ongoing classroom coaching support to successfully implement the new program.

FINANCIAL INFORMATION:

The cost for one six-classroom set of materials for grades K-5 is approximately \$1,200. The total cost to purchase materials for all three school sites is approximately is \$25,200.

Additional costs will be 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. Funds have been allocated in this year's Local Control and Accountability Plan to support the implementation of this reading comprehension program.

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 THE PROPOSED ADOPTION OF ELEMENTARY INSTRUCTIONAL MATERIALS: READING COMPREHENSION</p>
--

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 22, 2018

ITEM: **APPROVE OVERNIGHT/OUT OF STATE FIELD TRIP:
ALBANY HIGH SCHOOL TO *CAPITOL HILL CHALLENGE* IN
WASHINGTON D.C. JUNE 11-14, 2018**

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: Albany High School participates in the Securities Industry and Financial Markets Association (SIFMA) “Stock Market Game.” This year, out of more than 3,000 teams from across the United States, the team of three AHS students were among the top ten teams. All top ten teams win an all-expense-paid trip to Washington D.C. for an awards ceremony and other activities scheduled for June 12th through June 14th.

DETAILS: The winning team from AHS, along with two AHS teachers, will arrive on June 12th and travel to the US Capitol building to meet with their US Representative, Barbara Lee. On June 13th and 14th, the students will meet business, government, and education leaders to learn about fiscal policy making, the role of capital markets, and global economic trends. They will also tour financial landmarks and national monuments in Washington DC.

FINANCIAL INFORMATION: Expenses will be paid by the sponsoring agency, Securities Industry and Financial Markets Association. The transportation cost for BART to SFO is \$21.10 and will be funded through parent donations. No student will be denied the opportunity to participate in this field trip because of lack of funds.

STRATEGIC GOALS ADDRESSED:



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



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

**RECOMMENDATION: APPROVE OVERNIGHT/OUT OF STATE FIELD TRIP:
ALBANY HIGH SCHOOL TO CAPITOL HILL CHALLENGE IN WASHINGTON D.C.**

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 22, 2018

ITEM: ALBANY HIGH SCHOOL BEHAVIOR MATRIX

PREPARED BY: CARRIE NERHEIM, DIRECTOR, STUDENT SERVICES

TYPE OF ITEM: CONSENT

PURPOSE: to approve 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: This was presented at the [May 8, 2018 Board meeting](#) and is coming back with the suggested changes for Board approval.

STRATEGIC OBJECTIVES ADDRESSED:



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

<p>RECOMMENDATION: APPROVE THE ALBANY HIGH SCHOOL BEHAVIOR MATRIX</p>
--

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

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.

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* 	<ul style="list-style-type: none"> Guardian + student conference Conflict resolution or circle* 	<ul style="list-style-type: none"> Guardian + student conference Conflict resolution or circle*

	<ul style="list-style-type: none"> • Counselor referral 	<ul style="list-style-type: none"> • Counselor referral 	<ul style="list-style-type: none"> • 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 - Physical assault/battery - Sexual assault – aggressive and unwanted sexual/intimate contact (Ed. Code required)	<ul style="list-style-type: none"> • Suspension pending expulsion process • Expulsion recommended • Police report • Guardian, student, counselor and admin conference • Research/reflection 		
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 • Guardian + student conference • Guardian + teacher notified 	<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 • Counselor referral • Teacher notified 	<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 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 without permission: 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 to post on social media.	<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 	<ul style="list-style-type: none"> • After-school detention • Confiscation of equipment • Guardian + student conference 	<ul style="list-style-type: none"> • 1+ day in-school suspension • Confiscation of equipment • Guardian + student conference

	<ul style="list-style-type: none"> Restorative circle 	<ul style="list-style-type: none"> Restorative circle Counselor referral Community service 	<ul style="list-style-type: none"> Restorative circle Counselor referral Community service
Harassment & Bullying - Unwelcome comments [spoken, written, electronic] or acts, which are ongoing, one-sided and make the recipient feel powerless and/or creates a hostile environment	<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
Hate Acts - Harmful action against someone for their real or perceived identity.	<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
Hate Speech/Messaging - Slur or derogatory comment/message about one's real or perceived identity. This includes body size, disability, gender, nationality, race, religion, or sexual orientation.	<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
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 - Harmful or offensive comment that is not about a person's identity.	<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
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 with the intent of intimidation or bullying.	<ul style="list-style-type: none"> 2 days community service 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 - Destruction or harm to school or personal property requiring clean up or resulting in financial loss	<ul style="list-style-type: none"> 1-2 day in-school suspension Restitution, clean up Guardian + student conference Research/reflection Police report possible 	<ul style="list-style-type: none"> 2 day in-school suspension Restitution, clean up Guardian + student conference Police report 	<ul style="list-style-type: none"> 3 day in-school suspension Restitution, clean up Guardian + student conference 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 	<ul style="list-style-type: none"> Suspension pending expulsion Expulsion recommended Guardian + student

		recommended	<ul style="list-style-type: none"> conference Counseling follow-up
<ul style="list-style-type: none"> - Possession or use of 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.

***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 22, 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: In the summer of 2017, through a generous grant provided by the Stuart Foundation, Albany Middle School Teacher, Camille Fisher, Principal Deborah Brill, and Superintendent Williams attended the National Equity Project's *Seeking Educational Equity and Diversity (SEED) Leadership Institute* in San Rafael, California. The National Equity Project and SEED fosters personal growth, collective capacity, and systemic change toward greater equity and diversity.

SEED is a "*peer-led professional development program that promotes change through self-reflection and interpersonal dialogue and builds capacity for more equitable curriculum, campuses, workplaces, and communities.*" (National Equity Project)

Their unique methodology involves:

- facilitating ongoing, structured, group conversations in which all voices can be heard
- examining how our own stories relate to social systems
- learning from the lessons of our own lives as well as from texts
- turning oppression and privilege into agency and action

Part of attending the summer leadership institute requires a commitment by the attendees to lead equity discussions, called SEED Circles, in their districts/organizations for a year. The National Equity Project provides several resources, free of charge, to support this important work. This year, Deborah Brill and Val Williams have been co-facilitating monthly SEED Circles with the District's leadership team using the skills and tools that were learned at the SEED training. Deborah Brill and Camille Fisher have been co-facilitating similar monthly SEED Circles with interested AUSD district staff, and they hold monthly SEED Circles with the AMS 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
BOARD AGENDA BACKUP**

Regular Meeting of May 22, 2018

ITEM: LOCAL CONTROL ACCOUNTABILITY PLAN

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

TYPE OF ITEM: STAFF REPORT

PURPOSE: The purpose of this staff report is to provide an update on the Local Control Accountability Plan (LCAP) process, share the input gathered from stakeholder groups, and report on the alignment of the input gathered to goals identified in the 2018-2019 Local Control Accountability Plan.

BACKGROUND INFORMATION:

With the advent of California's Local Control Funding Formula (LCFF), districts are afforded greater flexibility to decide the best use of funds to improve student outcomes. An important component of LCFF is the Local Control Accountability Plan (LCAP) which is intended to serve as a planning tool to support improving student outcomes and identify how funds allocated through the LCFF will be used to support those outcomes.

DETAILS:

The LCAP is a three-year plan that must be reviewed, updated, and approved by the Governing Board annually on or before July 1.

During the months of March and April, input regarding student needs was gathered, from a variety of stakeholders, to inform the 2018-2019 LCAP. The LCAP Advisory Committee received stakeholder feedback gathered to date at its April meeting and discussed all [stakeholder input](#), and implications for the 2018-2019 LCAP, at LCAP Advisory Committee meetings in May.

Some of the most common themes that emerged from the LCAP stakeholder input include: mental health supports; academic and socio-emotional intervention; safe and welcoming school environments; resources for teachers (time, materials, and money); support for, and from, parents.

These common themes, their alignment to the 2018-2019 LCAP, and next steps in the LCAP process will be discussed as part of this staff report.

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: RECEIVE THE STAFF REPORT ON THE LOCAL CONTROL ACCOUNTABILITY PLAN

<i>LCAP Input Patterns/Themes</i>	<i>Alignment to Current LCAP Actions and Services</i>
Goal One: <i>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.</i>	
<ul style="list-style-type: none"> Curriculum (diverse, flexible and updated) Teacher collaboration time Professional Development: Culturally Responsive Teaching 	<p><u>Action 1.1: Implement CA Standards</u></p> <ul style="list-style-type: none"> Staff teachers on special assignment Review and adoption of new reading and language arts instructional materials in grades TK-5 Provide professional development in culturally responsive teaching
<ul style="list-style-type: none"> Intervention Targeted support for students (receiving special education services, Hispanic/Latino and Black African American students) Academic intervention Support for grade remediation Implement AVID (Advancement via Individual Determination) 	<p><u>Action 1.2: Provide Intervention</u></p> <ul style="list-style-type: none"> K-5 Reading Specialists for intervention 6-12 course sections of ELA and Math intervention Provide the FLEX Program for mentoring, intervention, and tutoring to 9-12 students <p><u>Action 2.7: Counselor Staffing</u></p> <ul style="list-style-type: none"> Staff counselors to provide at-risk counseling-AHS 0.2 FLEX, AHS 0.2 At Risk, and AMS 0.5 At Risk
<ul style="list-style-type: none"> Support for English Learners 	<p><u>Action 1.3: Provide ELD Programs</u></p> <ul style="list-style-type: none"> Staff ELD specialists Review and purchase ELD aligned curriculum Provide Professional Development
<ul style="list-style-type: none"> Career Technical Education (including internship coordination) 	<p><u>Action 1.5: Provide Career Technical Education (estimated 20 sections)</u></p> <ul style="list-style-type: none"> Staff and train teachers Purchase materials and supplies, including specialized equipment.
<ul style="list-style-type: none"> Support for Advanced Placement 	<p><u>Action 1.6: Provide AP courses in mathematics, science, Humanities and other departments (estimated 27 sections)</u></p> <ul style="list-style-type: none"> Staff and train teachers
<ul style="list-style-type: none"> Provide district funded Transitional Kindergarten and Kindergarten music 	<p><u>Action 1.7: Provide Visual and Performing Arts</u></p> <ul style="list-style-type: none"> Provide music in grades 1-5 and electives in grade 6-12
<ul style="list-style-type: none"> Technology 	<p><u>Action 1.8: Provide Technology</u></p> <ul style="list-style-type: none"> Staff two technicians to maintain hardware and software Refresh current computers for student and staff use. Provide professional development related to the integration of technology
<ul style="list-style-type: none"> Support staff Highly qualified, diverse and well compensated teachers Smaller classes 	<p><u>Action 1.9: Provide library programs</u></p> <ul style="list-style-type: none"> Staff fully credentialed librarians. (5.0 FTE) Staff qualified library technicians. (0.5FTE) <p><u>Action 1.10: Attract and retain a highly qualified and diverse staff</u></p> <ul style="list-style-type: none"> Recruit for positions using multiple strategies for communicating and networking. Provide a BTSA induction program

Goal Two: *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.*

- Information regarding post-graduation options
- Counselors
- Mental health support
- Clubs/activities/after school programs
- Safety and connections in an environment that is welcoming (to learn and speak their minds)
- Basic needs (adequate food and sleep)

Action 2.2: Counseling Services in grades 6th-12th

AMS: 6-8 (1.5 Counselors); AHS: 9-12 (3.6 Counselors); MAC: 10-12 (0.4 Counselors)

Action 2.3: Social Worker and Mental Health Programs

- Mental health specialists
- Contract with a coordinator of mental health programs
- School social worker

Action 2.4: Provide all students with schools that maintain a safe, inclusive, and positive climate.

- Provide a part-time Safe and inclusive Schools coordinator.
- Coordinate programs including elementary conflict managers, safe school ambassadors, AHS advisory and ASB.
- Teach curriculum specific to character building: Speak up/Be safe, 9th grade IHS
- Provide clubs and extracurricular activities
- Review curriculum so issues of equity and inclusion are considered
- Provide PD to all staff so that issues of equity and inclusion are strengthened

Action 2.5: Athletics program for grades 6-12

- Staff an Athletics Director to coordinate programs
- Staff Athletics Coaches
- Provide equipment, supplies, and transportation

Goal Three: *All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

- Parent support
- Parent engagement
- Parent professional development

Action 3.1: Support the engagement of parents and community members.

- Increase the participation of parents from under-represented and under-performing groups, including low socio-economic, English Language Learners, Foster Youth, Black/African American, & Latino.
- Strengthen a task force of parents and staff to plan for events to engage more parents from African-American/Black and Hispanic families.
- Maintain English Language Advisory Committees, School Site Councils, and PTAs at every school site. We will maintain a district level English Language Advisory Committee (DELAC) and a District Community Fundraising Advisory Committee.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 22, 2018

**ITEM: RESOLUTION 2017-18-23: ALBANY UNIFIED SCHOOL DISTRICT'S
COMMITMENT TO CLIMATE CHANGE ACTION, 2018**

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW & ACTION

PURPOSE: The Board of Trustees to review and approve Resolution 2017-18-23: Albany Unified School District's Commitment to Climate Change Action, 2018

BACKGROUND INFORMATION:

In 2015 the California PTA has declared climate change a children's issue, and in 2016 the Albany City Council passed a resolution reflecting the importance of climate change and calling for the United States Congress to enact a revenue-neutral carbon tax. AHS teacher, Christopher Knight, and a group of AUSD parents are members of the Citizens Climate Lobby (CCL) which is a volunteer-based organization that is concerned about climate change. CCL promotes a policy known as carbon fee and dividend, which is essentially a tax on fossil fuels with all monies raised returned to households.

The Albany Unified School District is committed to sustainability efforts in order to reduce its carbon footprint on the environment. AUSD created a Sustainability and Integrated Design Committee to work in partnership with the District as we rebuild/renovate our schools. The proposed resolution supports AUSD's commitment to advocate for climate restoration and to support a healthy climate for our children.

KEY QUESTIONS AND ANSWERS:

Q: What will happen to this resolution?

A: The resolution, if passed, will be sent to local and state politicians.

FINANCIAL INFORMATION: N/A

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 Trustees to Approve Resolution 2017-18-23: Albany Unified School District's Commitment to Climate Change Action, 2018

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION 2017-18-23: ALBANY UNIFIED SCHOOL DISTRICT'S
COMMITMENT TO CLIMATE CHANGE ACTION, 2018**

WHEREAS, we believe it is important to advocate for climate action leading to climate restoration to curtail one of the greatest threats facing communities throughout the world; and,

WHEREAS, we believe that climate change is not a partisan nor political issue and that local, state, and national policies should be guided by the best available science; and,

WHEREAS, there is a broad scientific consensus among climate scientists that human activities, contributing to increases in greenhouse gas emissions, are the dominant cause of climate change; and,

WHEREAS, children represent a particularly vulnerable group because greenhouse gases emitted into the atmosphere will accumulate over the coming decades and will profoundly impact our current students throughout their lives, as well as the lives of future generations; and,

WHEREAS, in 2015 the California PTA has declared climate change a children's issue;

WHEREAS, in 2016 the Albany City Council passed a resolution reflecting the importance of climate change and calling for the United States Congress to enact a revenue-neutral carbon tax;

WHEREAS, the AUSD Board of Education recognizes climate change as a generational justice and human rights issue; and,

WHEREAS, climate change is a social justice and equity issue. While climate change impacts *all* people and disproportionately impacts *all* young people and *all* future generations, it disproportionately affects people of color and people in poverty, thereby exacerbating existing inequities and limiting equality of opportunity which is a foundational aspiration for modern America;

WHEREAS, the global impact, urgency, and magnitude of the challenge of addressing climate change calls for leadership in all sectors of society, all institutions and all elected leaders; and,

WHEREAS, national and state elected leaders working in a bipartisan fashion to enact carbon pricing policies could substantially reduce or eliminate net human-made greenhouse gas emissions, thereby protecting our current and future students; and,

WHEREAS, we work to ensure that AUSD provides excellent public education that empowers all to achieve their fullest potential as productive citizens.

WHEREAS, AUSD celebrates existing district sustainability initiatives such as:

- a. Campus recycling programs
- b. Sponsorship of student environmental-focused clubs
- c. Energy-efficient building design, including the new LEED-certified building to be constructed at the high school
- d. Teachers that are committed to teaching a rigorous, science-based curriculum around climate change

BE IT RESOLVED THAT, the AUSD Board of Education calls on Congress to take swift and effective action on climate change by passing a revenue-neutral carbon tax and dividend policy to protect current and future students.

BE IT FURTHER RESOLVED, that the AUSD Board of Education directs the district clerk to transmit official copies of this resolution to the following: the Superintendent of County Schools, all student councils in our district in neighboring districts, the Albany Teacher's Association, all district PTA's, all county Superintendents of Schools, the State Superintendent of Education, the Congressional Climate Solutions Caucus, the California State School Board Association, the National School Board Association, all California members of Congress, and the Schools for Climate Action campaign.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 22, 2018

**ITEM: DATA PRIVACY AMENDMENT TO AGREEMENT BETWEEN
ALBANY HIGH SCHOOL AND UCSF BENIOFF CHILDREN'S
HOSPITAL OAKLAND**

PREPARED BY: CARRIE NERHEIM, DIRECTOR I, STUDENT SERVICES

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: For the Board to review and approve the Data Privacy Amendment between Albany High School and UCSF Benioff Children's Hospital Oakland

BACKGROUND INFORMATION: UCSF Benioff Children's Hospital Oakland provides Athletic Trainer support for Albany High School student athletes. This support is critical for reducing the number of injuries as well as rapid response when injuries occur both during practices and games. The position is required by North Coast Section regulations for athletic competitions played at Albany High School. In particular, athletic training services are needed for sports with higher rates of potential injury such as football, basketball, volleyball and soccer. The Athletic Trainer works closely with the Athletic Director and coaches and provides internship opportunities for students in the Sports Medicine class(es). This contract was approved by the Board on June 13, 2017.

DETAILS: The Amendment was written to ensure that UCSF Benioff Children's Hospital included all the additional language to ensure compliance with the Family Educational Rights and Privacy Act (FERPA), Assembly Bill 1584, the Protection of Pupil Rights Amendment (PPRA), and the Children's Online Privacy Act (COPPA) found in Education Code including section 49073.1.

FINANCIAL INFORMATION: None.

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: For the Board to Review and Approve the Data Privacy Amendment Between Albany High School and UCSF Benioff Children's Hospital Oakland

**DATA PRIVACY AMENDMENT TO AGREEMENT
BETWEEN ALBANY HIGH SCHOOL]**

AND

UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND

WHEREAS, Albany High School ("School") and UCSF Benioff Children's Hospital Oakland (hereinafter referred to as "Provider"), have entered into an Agreement ("Agreement") whereby Provider has agreed to provide Athletic Training Services (hereinafter referred to as "Service") and

WHEREAS, in order to provide the Service described above, Provider may receive documents defined as student records under the Family Education Rights Privacy Act ("FERPA") and California AB 1584, among other statutes, which are therefore subject to statutory protection; and

WHEREAS, the Agreement, either having been executed prior to or after the enactment of AB 1584, (currently found in Education Code section 49073.1), and may not contain all of the provisions required by that Statute;

WHEREAS, the parties wish to execute this amendment ("Amendment") to bring the underlying Agreement in full compliance with AB 1584.

NOW THEREFORE, for good and valuable consideration, the Parties agree as follows:

PURPOSE

1. The purpose of this Amendment is to bind the parties to uphold their responsibilities under all applicable privacy statutes, which may include FERPA, the Protection of Pupil Rights Amendment ("PPRA"), the Children's Online Privacy Protection Act ("COPPA"), and AB 1584, found in Education Code including Section 49073.1). Specific duties are set forth below.

DATA OWNERSHIP AND AUTHORIZED ACCESS

2. Data Property of School: All information, data, and other content transmitted by the School to the Provider, or entered or uploaded under School's user accounts, including on any third-party hosted cloud locations, remain the sole property of the School. The School retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes. Provider and the School shall establish reasonable procedures by which a parent, legal guardian or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account.

3. Data Access: Provider may access School data solely to fulfill its obligations under this Amendment.

4. Third Party Access: Except as otherwise required under Provider's Agreement with subcontractors listed in the contract between Provider and SportsWareOnLine/CSMi Provider may not distribute School Data or content to a third party without School's express written consent, unless required by law. Use of subcontractors, beyond SportsWareOnLine/CSMi, and subcontractor access to School data must be approved in writing by the School. Provider will ensure that approved subcontractors adhere to all

provisions of the Agreement and this Amendment.

School grants to Provider and its agents a non-exclusive, worldwide, royalty-free right to use, copy, modify, make available, display, and adapt Provider and User or School data to provide certain subscription services, as set forth in the Provide/SportsWareOnLine/CSMi contract, to Provider, the School and its users, which may include students and/or parents.

5. Third Party Request: Should a third party contact Provider with a request for School data, including law enforcement and government entities, the Provider shall redirect the third party to request the data directly from the School. Provider shall notify the School in advance of a compelled disclosure to a third party unless legally prohibited.

6. Applicability of COPPA: Provider warrants to School that all data collected directly from children and/or data resulting from tracking children's use of the service is subject to parental consent and will occur in strict conformity to the requirements of COPPA. Provider shall obtain such parental consent, unless expressly agreed to otherwise by the parties. Provider may not sell or market student data, or use student data for sale or marketing purposes without express parental consent.

DUTIES

7. School: The School will perform the following duties:

(a) Provide Data: Provide data for the purposes of the Agreement in compliance with FERPA, 20 U.S.C. section 1232 g. The School shall comply with all applicable laws, including FERPA, COPPA, PPRA and AB 1584 (Education Code section 49073.1).

(b) Precautions: Take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

(c) Notification: Notify Provider promptly of any known or suspected unauthorized access.

8. Provider: Provider will perform the following duties:

(a) Privacy Compliance: Comply with all applicable laws, including FERPA, COPPA, PPRA and AB 1584 (Education Code section 49073.1). These duties shall include the following:

(b) Authorized Use: The School data shared under the Agreement shall be used for no purpose other than the work stated in this Amendment and or otherwise authorized under the statutes referred to in subsection (a), above.

(c) Employees Bound: Require all employees of Provider and agents of any kind to comply with all applicable provisions of FERPA laws with respect to the data shared under this Amendment. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to data pursuant to this Amendment.

(d) Secure Environment: Maintain all School data obtained pursuant to this Amendment in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Amendment except as necessary to fulfill the purpose of the original request, which includes use of a third party, SportsWareOnline/CSMi to maintain School data. Provider has security measures in place to help protect against loss, misuse and alteration of the data under Provider's

control. When the Service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Provider shall host the service in a secure server environment that uses a firewall and other advance technology in an effort to prevent interference or access from outside intruders. The service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

(e) No Disclosure: Except as otherwise permitted in this agreement, not disclose any School data obtained under this Amendment in a manner that could identify an individual student to any other entity in published results of studies as authorized by this Amendment. Deidentified information may be used by the vendor for the purposes of development and improvement of educational sites, services or applications.

(f) Disposition of Data: Destroy all personally identifiable data obtained under this Amendment when it is no longer needed for the purpose for which it was obtained, or transfer said data to the School or School's designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in this Amendment authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

(g) Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to School data stored on equipment used by Provider or in facilities used by Provider, Provider will: promptly notify the School of the suspected or actual incident; promptly investigate the incident and provide School with detailed information regarding the incident, including the identity of affected users; assist the School in notifying affected users of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.

DATA REQUEST

9. Data Requested: Demographic data for all actual and potential student athletes for the purpose of electronic record keeping in the athletic training room, including but not limited to emergency contact and medical information provided to the school with athletic pre-participation documentation.

10. School Year: Provider is requesting data for the following school year(s): 2017-2018

AUDIT

11. The School reserves the right to audit and inspect the Provider's compliance with this Amendment and applicable law, at School's cost, no more than one time per year and in a mutually agreeable manner and time frame.

AGREEMENT

12. Priority of Agreements: This Amendment shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and AB 1584. In the event there is conflict between the terms of this Amendment and the Agreement or any other bid/RFP, license agreement, or contract document(s) in existence, the terms of this Amendment shall apply.

13. Other Provisions Unaffected: Except as described in paragraph 12 above, all other provisions of the Agreement shall remain unaffected.

14. Modification of Agreement: No modification or waiver of any term of this Amendment is effective unless both parties sign it.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last day noted below.

ALBANY HIGH SCHOOL
ALBANY UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND

By:  _____

Date: 4/18/18

Printed Name: Michael Anderson

Title/Position: President

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into as of the First day of August, 2017, by and between Albany High School, a non-profit organization whose principal place of business is 603 Key Route Blvd, Albany, CA 94706, (hereinafter referred to as “HIGH SCHOOL”), and CHILDREN’S HOSPITAL & RESEARCH CENTER AT OAKLAND d/b/a UCSF BENIOFF CHILDREN’S HOSPITAL OAKLAND, whose principal place of business is 747 Fifty Second Street, Oakland, California, 94609 (hereinafter referred to as “BCHO”).

RECITALS

- (a) BCHO personnel have the experience and expertise to identify, care for, and rehabilitate certain sport-related injuries and has developed a program through its Sports Medicine Center for Young Athletes that provides a “team centered” approach to providing such services.
- (b) HIGH SCHOOL desires to utilize the services of BCHO for sports-related injuries of its student athletes.
- (c) BCHO desires to provide services to identify, treat, and rehabilitate the sports-related injuries of HIGH SCHOOL’s student athletes under the terms and conditions described herein.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Term of Agreement

This agreement shall become for a period of 1 year beginning on August 1, 2017 and terminating on the final North Coast Section (“NCS”) sanctioned event for that academic school year (42 weeks); unless terminated by either party by written notice of termination sent by registered mail at least sixty (60) days prior to date of termination of this agreement.

2. **BCHO's Duties and Responsibilities**

BCHO agrees to:

- A. Provide a certified athletic trainer (ATC) at HIGH SCHOOL for the interscholastic athletic program for maximum of 15 hours per week for each week beginning no earlier than August 1, 2017 and run through the final NCS sanctioned event of the year. The specific hours the ATC will be present at HIGH SCHOOL will be mutually agreed upon in writing in advance by the ATC and the HIGH SCHOOL's Athletic Director ("Athletic Director"). The ATC's schedule will follow the approved school calendar, with services not provided during school holidays without prior approval.
- B. Subject to the foregoing, the ATC will attend home games and other athletic games as agreed between the Athletic Director and BCHO.
- C. Require the ATC to:
 - 1. Establish policies for emergency contact of first responders, ambulances, and other health care providers or emergency personnel appropriate to sports-related injuries to athletes.
 - 2. Provide a regular injury status report to the HIGH SCHOOL head coach of the team involved, as information is available ;
 - 3. As requested, direct the injured HIGH SCHOOL athlete to the appropriate team physician, family physician, or health care facility, bearing in mind the requirements of the particular athlete's medical insurance plan to the extent possible;

4. Provide reasonable follow-up care on injured HIGH SCHOOL athletes as requested and in accordance with the scope of services provided hereunder;
 5. As requested, make reasonable attempts to coordinate and facilitate rehabilitation of HIGH SCHOOL's injured athletes with the team physician, therapist and/or family physician;
 6. Complete taping and strapping, as necessary, for the HIGH SCHOOL athletes;
 7. Give emergency first aid to injured HIGH SCHOOL athletes within the scope of the ATC's Certification;
 8. Inform the Athletic Director and HIGH SCHOOL coach(es) when an athlete is ready to return to practice or competitive arena;
 9. Make recommendations to the Athletic Director concerning appropriate training supplies and equipment.
- D. Ensure that the ATC maintains qualifications from the National Athletic Training Association and is certified in Cardiopulmonary Resuscitation and Basic First Aid.
- E. Ensure personnel supplied by BCHO are required to abide by all applicable rules and regulations of HIGH SCHOOL while on HIGH SCHOOL's campus or while providing services hereunder, including but not limited to rules pertaining to prohibitions on alcoholic beverages, tobacco or unlawful drugs.
- F. BCHO will comply with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all BCHO's

employees who may have contact with HIGH SCHOOL's students in the course of providing services pursuant to the Agreement at HIGH SCHOOL facilities, ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by HIGH SCHOOL. As of the effective date of the contract, BCHO is not aware of any information from the Department of Justice regarding conviction of a felony of any ATC as the term is defined the Education Code Section 45122.1.

G. BCHO ensures that a tuberculosis screening is performed annually on all ATC's.

3. **HIGH SCHOOL's Duties & Responsibilities**

HIGH SCHOOL will:

- A. Cooperate with the ATC and BCHO in scheduling the hours for the ATC's presence at HIGH SCHOOL;
- B. Permit BCHO to promote its program with banners at all athletic events and within training facilities with prior approval of HIGH SCHOOL administration, which approval shall not be unreasonably withheld or delayed.
- C. Provide BCHO with free advertising in programs, sports calendars, as mutually agreed upon and with prior approval of HIGH SCHOOL administration, which approval shall not be unreasonably withheld or delayed.
- D. Permit BCHO access to Athlete demographic and contact information for the sole purpose of electronic record keeping in the Athletic Training Room.

4. **Compensation**

HIGH SCHOOL will pay BCHO the sum of \$18,000 for the services agreed to be provided hereunder. Said sum shall be paid in two equal payments of \$9,000 on or

before August 15th of year at issue, and March 15th of year at issue. In the event that this contract is executed after the above stated date, a pro-rated amount will apply. As a courtesy, BCHO will invoice HIGH SCHOOL 15 days prior to payment due date. However, HIGH SCHOOL's obligation to timely make said payments is not dependent on BCHO submitting said invoices.

5. Mutual Agreements

- A. The parties will use reasonable efforts to establish a student athletic trainer education program as mutually agreed upon and to the extent feasible.
- B. On information regarding grounds for removal from the HIGH SCHOOL, Athletic Director may request that BCHO remove any individual ATC who Athletic Director demonstrates is incompatible with HIGH SCHOOL's program goals or staff on the condition that such request is not based on grounds prohibited by state or federal law, including, but not limited to laws prohibiting discrimination based upon race, gender, ethnicity, age, disability, sexual orientation and/or religion. Any such notice shall be given as set forth in Section 6 of this Agreement. BCHO shall promptly comply with any such request, in which event BCHO shall be afforded up to thirty (30) days from the date of such notice to provide an alternative ATC. Any lapse in services occasioned by such removal/replacement shall not be deemed a breach of BCHO's obligations under this Agreement.

6. Notices

Any notice required to be given herein shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to the appropriate party at the addresses shown below:

For BCHO: Ann Kriozere, Director of Contracting
Children's Hospital & Research Center at Oakland
d/b/a UCSF Benioff Children's Hospital Oakland
747 52nd Street
Oakland, CA 94609

with a copy to: Greta Schnetzler, Chief Campus Counsel
745 Parnassus Ave., 2nd Floor
Box 0986
San Francisco, CA 94143

For HIGH SCHOOL: Ted Barone
Principal
Albany High School
603 Key Route Blvd
Albany, CA 94706

7. Insurance

At all times during the performance of this agreement, each party shall maintain in effect the following insurance:

- A. BCHO shall provide professional liability insurance for all of its activities arising out of or in connection with this Agreement, professional liability, and personal injury, in an amount no less than one million dollars (\$1,000,000) each occurrence, three million dollars (\$3,000,000) aggregate.
- B. BCHO shall provide, as required by the Labor Code of the State of California, Workers' compensation insurance for all employees of BCHO.

C. HIGH SCHOOL shall provide general liability insurance, including but not limited to, premises and operations, and personal injury insurance in an amount no less than one million dollars (\$1,000,000) each occurrence, three million dollars (\$3,000,000) aggregate.

D. Each party shall provide proof of all insurance required herein by providing certificate(s) of such insurance to the other party.

8. Indemnification

Each party shall defend, indemnify, and hold the other party, its officers, employees, agents, affiliates, and subcontractors, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and consequential damages), or claims for injury or damages, whether to person(s) or property, arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, agents, affiliates and subcontractors.

9. Independent Contractor

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

10. Use of HIGH SCHOOL's Name

Use of the name "Albany High School" by BCHO in advertising, promotions or publicity, or in any other manner, shall be made only with the prior written consent of the Business Officer.

11. Use of BCHO's Name

Use of any or all of the following by HIGH SCHOOL in advertising, promotions or publicity, or in any other manner, shall be made only with the prior written consent of BCHO: Children's Hospital & Research Center at Oakland; Children's Hospital & Research Center Oakland; Children's Hospital Oakland; Oakland Children's Hospital; UCSF Benioff Children's Hospital.

12. Choice of Law

This Agreement and the terms and conditions contained herein shall be governed by the laws of the State of California. Any litigation brought to enforce the terms of this agreement or arising hereunder shall be filed in the Superior Court of the County of Alameda.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ALBANY UNIFIED SCHOOL DISTRICT

By: 
Val Williams
Superintendent

Date: 6/14/17

CHILDREN'S HOSPITAL & RESEARCH
CENTER AT OAKLAND d/b/a UCSF
BENIOFF CHILDREN'S HOSPITAL
OAKLAND

By: 
Michael Anderson, MD
President

Date: 4/20/17

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into as of the First day of August, 2017, by and between Albany High School, a non-profit organization whose principal place of business is 603 Key Route Blvd, Albany, CA 94706, (hereinafter referred to as "HIGH SCHOOL"), and CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND, whose principal place of business is 747 Fifty Second Street, Oakland, California, 94609 (hereinafter referred to as "BCHO").

RECITALS

- (a) BCHO personnel have the experience and expertise to identify, care for, and rehabilitate certain sport-related injuries and has developed a program through its Sports Medicine Center for Young Athletes that provides a "team centered" approach to providing such services.
- (b) HIGH SCHOOL desires to utilize the services of BCHO for sports-related injuries of its student athletes.
- (c) BCHO desires to provide services to identify, treat, and rehabilitate the sports-related injuries of HIGH SCHOOL's student athletes under the terms and conditions described herein.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Term of Agreement

This agreement shall become for a period of 1 year beginning on August 1, 2017 and terminating on the final North Coast Section ("NCS") sanctioned event for that academic school year (42 weeks); unless terminated by either party by written notice of termination sent by registered mail at least sixty (60) days prior to date of termination of this agreement.

2. **BCHO's Duties and Responsibilities**

BCHO agrees to:

- A. Provide a certified athletic trainer (ATC) at HIGH SCHOOL for the interscholastic athletic program for maximum of 15 hours per week for each week beginning no earlier than August 1, 2017 and run through the final NCS sanctioned event of the year. The specific hours the ATC will be present at HIGH SCHOOL will be mutually agreed upon in writing in advance by the ATC and the HIGH SCHOOL's Athletic Director ("Athletic Director"). The ATC's schedule will follow the approved school calendar, with services not provided during school holidays without prior approval.
- B. Subject to the foregoing, the ATC will attend home games and other athletic games as agreed between the Athletic Director and BCHO.
- C. Require the ATC to:
 - 1. Establish policies for emergency contact of first responders, ambulances, and other health care providers or emergency personnel appropriate to sports-related injuries to athletes.
 - 2. Provide a regular injury status report to the HIGH SCHOOL head coach of the team involved, as information is available ;
 - 3. As requested, direct the injured HIGH SCHOOL athlete to the appropriate team physician, family physician, or health care facility, bearing in mind the requirements of the particular athlete's medical insurance plan to the extent possible;

4. Provide reasonable follow-up care on injured HIGH SCHOOL athletes as requested and in accordance with the scope of services provided hereunder;
 5. As requested, make reasonable attempts to coordinate and facilitate rehabilitation of HIGH SCHOOL's injured athletes with the team physician, therapist and/or family physician;
 6. Complete taping and strapping, as necessary, for the HIGH SCHOOL athletes;
 7. Give emergency first aid to injured HIGH SCHOOL athletes within the scope of the ATC's Certification;
 8. Inform the Athletic Director and HIGH SCHOOL coach(es) when an athlete is ready to return to practice or competitive arena;
 9. Make recommendations to the Athletic Director concerning appropriate training supplies and equipment.
- D. Ensure that the ATC maintains qualifications from the National Athletic Training Association and is certified in Cardiopulmonary Resuscitation and Basic First Aid.
- E. Ensure personnel supplied by BCHO are required to abide by all applicable rules and regulations of HIGH SCHOOL while on HIGH SCHOOL's campus or while providing services hereunder, including but not limited to rules pertaining to prohibitions on alcoholic beverages, tobacco or unlawful drugs.
- F. BCHO will comply with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all BCHO's

employees who may have contact with HIGH SCHOOL's students in the course of providing services pursuant to the Agreement at HIGH SCHOOL facilities, ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by HIGH SCHOOL. As of the effective date of the contract, BCHO is not aware of any information from the Department of Justice regarding conviction of a felony of any ATC as the term is defined the Education Code Section 45122.1.

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ALBANY UNIFIED SCHOOL DISTRICT

CHILDREN'S HOSPITAL & RESEARCH
CENTER AT OAKLAND d/b/a UCSF
BENIOFF CHILDREN'S HOSPITAL
OAKLAND

By: _____

Val Williams
Superintendent

By: _____

Michael Anderson, MD
President

Date: _____

4/14/17

Date: _____

4/20/17

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 22, 2018

ITEM: CONTRACT WITH SAFE HAVENS INTERNATIONAL

PREPARED BY: DAX KAJIWARA, TECHNOLOGY DIRECTOR

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

The Board of Education to review and approve the contract with Safe Havens International to work with AUSD administrators and staff, and local emergency responders to develop district and school site emergency preparedness and mitigation plans.

BACKGROUND INFORMATION:

California Education Code sections 32280–32289 require that all school sites develop a comprehensive school safety plan. These Education Code sections lay out the many components required in the school safety plans. Section 32282 (a)(2)(B) details requirements for routine and emergency disaster procedures. The emergency procedures developed with Safe Havens International will fulfill the requirements of this portion of the larger safety plan.

DETAILS:

Safe Havens International (SHI) will send a representative for three site visits over the course of the next six months in order to meet with district and site administrators and staff, as well as local emergency response agencies, to gather information and start the plan development process. SHI will then take the information discussed at these meetings and modify their emergency plan templates, tailoring them to the specifics of AUSD community needs and feedback.

SHI will produce the final plans by the end of the 2018 calendar year which will provide time for school site councils or school safety planning committees to review the plan prior to plan adoption in March 2019.

Appendix A contains Education Code text related to School Safety Plans.

KEY QUESTIONS / ANSWERS:

Q: Do the school sites not currently have emergency plans? Why is it necessary to re-create the plans?

A: Although school sites currently have emergency procedures, each site's plan was developed independently and at varying times. The goal of this process will be to develop aligned plans that coordinate site and district responses and integrate current research-based best practices.

Q: Having a detailed emergency plan is great but how do you ensure staff will actually know what the contents of the plan are and that the plan is implemented in an emergency?

A: These detailed plans will offer role-based responsibilities for a number of different scenarios. These roles and responsibilities will be clearly defined and will allow staff to practice their assigned role during drills. All staff do not need to be versed in the entirety of the comprehensive plan.

Q: In addition to regular site drills, what training will be provided to staff that will help them implement the various components of the emergency plan?

A: Keenan Safe Schools, which provided Active Shooter training for the District Leadership Team, will provide site staff with similar training. AUSD will investigate other effective low- or no-cost safety training providers to provide training for skills necessary to implement the emergency plan effectively.

FINANCIAL INFORMATION:

The contract is for a fixed fee of \$15,975.00.

STRATEGIC GOALS ADDRESSED:



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: APPROVE THE CONTRACT WITH SAFE HAVENS INTERNATIONAL



LEGISLATIVE INFORMATION

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)Code: Section: [Up^](#)[Add To My Favorites](#)**EDUCATION CODE - EDC****TITLE 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500]** (Title 1 enacted by Stats. 1976, Ch. 1010.)**DIVISION 1 GENERAL EDUCATION CODE PROVISIONS [1. - 32500]** (Division 1 enacted by Stats. 1976, Ch. 1010.)**PART 19. MISCELLANEOUS [32001 - 32454]** (Part 19 enacted by Stats. 1976, Ch. 1010.)**CHAPTER 2.5. Interagency School Safety Demonstration Act of 1985 [32260 - 32295.5]** (Chapter 2.5 added by Stats. 1985, Ch. 1457, Sec. 1.)**ARTICLE 5. School Safety Plans [32280 - 32289]** (Heading of Article 5 renumbered from Article 10.3 by Stats. 2003, Ch. 828, Sec. 11.)

32280. It is the intent of the Legislature that all California public schools, in kindergarten, and grades 1 to 12, inclusive, operated by school districts, in cooperation with local law enforcement agencies, community leaders, parents, pupils, teachers, administrators, and other persons who may be interested in the prevention of campus crime and violence, develop a comprehensive school safety plan that addresses the safety concerns identified through a systematic planning process. For the purposes of this section, law enforcement agencies include local police departments, county sheriffs' offices, school district police or security departments, probation departments, and district attorneys' offices. For purposes of this section, a "safety plan" means a plan to develop strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on the school campus.

(Added by renumbering Section 35294 by Stats. 2003, Ch. 828, Sec. 12. Effective January 1, 2004.)

- 32281.** (a) Each school district and county office of education is responsible for the overall development of all comprehensive school safety plans for its schools operating kindergarten or any of grades 1 to 12, inclusive.
- (b) (1) Except as provided in subdivision (d) with regard to a small school district, the schoolsite council established pursuant to former Section 52012, as it existed before July 1, 2005, or Section 52852 shall write and develop a comprehensive school safety plan relevant to the needs and resources of that particular school.
- (2) The schoolsite council may delegate this responsibility to a school safety planning committee made up of the following members:
- (A) The principal or the principal's designee.
 - (B) One teacher who is a representative of the recognized certificated employee organization.
 - (C) One parent whose child attends the school.
 - (D) One classified employee who is a representative of the recognized classified employee organization.
 - (E) Other members, if desired.
- (3) The schoolsite council shall consult with a representative from a law enforcement agency in the writing and development of the comprehensive school safety plan.
- (4) In the absence of a schoolsite council, the members specified in paragraph (2) shall serve as the school safety planning committee.
- (c) Nothing in this article shall limit or take away the authority of school boards as guaranteed under this code.

(d) (1) Subdivision (b) shall not apply to a small school district, as defined in paragraph (2), if the small school district develops a districtwide comprehensive school safety plan that is applicable to each schoolsite.

(2) As used in this article, "small school district" means a school district that has fewer than 2,501 units of average daily attendance at the beginning of each fiscal year.

(e) (1) When a principal or his or her designee verifies through local law enforcement officials that a report has been filed of the occurrence of a violent crime on the schoolsite of an elementary or secondary school at which he or she is the principal, the principal or the principal's designee may send to each pupil's parent or legal guardian and each school employee a written notice of the occurrence and general nature of the crime. If the principal or his or her designee chooses to send the written notice, the Legislature encourages the notice be sent no later than the end of business on the second regular work day after the verification. If, at the time of verification, local law enforcement officials determine that notification of the violent crime would hinder an ongoing investigation, the notification authorized by this subdivision shall be made within a reasonable period of time, to be determined by the local law enforcement agency and the school district. For purposes of this section, an act that is considered a "violent crime" shall meet the definition of Section 67381 and be an act for which a pupil could or would be expelled pursuant to Section 48915.

(2) Nothing in this subdivision shall create any liability in a school district or its employees for complying with paragraph (1).

(f) (1) Notwithstanding subdivision (b), a school district or county office of education may, in consultation with law enforcement officials, elect to not have its schoolsite council develop and write those portions of its comprehensive school safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury at the schoolsite. The portions of a school safety plan that include tactical responses to criminal incidents may be developed by administrators of the school district or county office of education in consultation with law enforcement officials and with a representative of an exclusive bargaining unit of employees of that school district or county office of education, if he or she chooses to participate. The school district or county office of education may elect not to disclose those portions of the comprehensive school safety plan that include tactical responses to criminal incidents.

(2) As used in this article, "tactical responses to criminal incidents" means steps taken to safeguard pupils and staff, to secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators.

(3) Nothing in this subdivision precludes the governing board of a school district or county office of education from conferring in a closed session with law enforcement officials pursuant to Section 54957 of the Government Code to approve a tactical response plan developed in consultation with those officials pursuant to this subdivision. Any vote to approve the tactical response plan shall be announced in open session following the closed session.

(4) Nothing in this subdivision shall be construed to reduce or eliminate the requirements of Section 32282.

(Amended by Stats. 2011, Ch. 438, Sec. 1. (AB 680) Effective January 1, 2012.)

32282. (a) The comprehensive school safety plan shall include, but not be limited to, both of the following:

(1) Assessing the current status of school crime committed on school campuses and at school-related functions.

(2) Identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, which shall include the development of all of the following:

(A) Child abuse reporting procedures consistent with Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code.

(B) Disaster procedures, routine and emergency, including adaptations for pupils with disabilities in accordance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.). The disaster procedures shall also include, but not be limited to, both of the following:

(i) Establishing an earthquake emergency procedure system in every public school building having an occupant capacity of 50 or more pupils or more than one classroom. A school district or county office of education may work with the Office of Emergency Services and the Alfred E. Alquist Seismic Safety Commission to develop and

establish the earthquake emergency procedure system. The system shall include, but not be limited to, all of the following:

(I) A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of pupils and staff.

(II) A drop procedure whereby each pupil and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

(III) Protective measures to be taken before, during, and following an earthquake.

(IV) A program to ensure that pupils and both the certificated and classified staff are aware of, and properly trained in, the earthquake emergency procedure system.

(ii) Establishing a procedure to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The school district or county office of education shall cooperate with the public agency in furnishing and maintaining the services as the school district or county office of education may deem necessary to meet the needs of the community.

(C) Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations pursuant to Article 1 (commencing with Section 48900) of Chapter 6 of Part 27 of Division 4 of Title 2.

(D) Procedures to notify teachers of dangerous pupils pursuant to Section 49079.

(E) A discrimination and harassment policy consistent with the prohibition against discrimination contained in Chapter 2 (commencing with Section 200) of Part 1.

(F) The provisions of any schoolwide dress code, pursuant to Section 35183, that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code. For those purposes, the comprehensive school safety plan shall define "gang-related apparel." The definition shall be limited to apparel that, if worn or displayed on a school campus, reasonably could be determined to threaten the health and safety of the school environment. A schoolwide dress code established pursuant to this section and Section 35183 shall be enforced on the school campus and at any school-sponsored activity by the principal of the school or the person designated by the principal. For purposes of this paragraph, "gang-related apparel" shall not be considered a protected form of speech pursuant to Section 48950.

(G) Procedures for safe ingress and egress of pupils, parents, and school employees to and from school.

(H) A safe and orderly environment conducive to learning at the school.

(I) The rules and procedures on school discipline adopted pursuant to Sections 35291 and 35291.5.

(b) It is the intent of the Legislature that schools develop comprehensive school safety plans using existing resources, including the materials and services of the partnership, pursuant to this chapter. It is also the intent of the Legislature that schools use the handbook developed and distributed by the School/Law Enforcement Partnership Program entitled "Safe Schools: A Planning Guide for Action" in conjunction with developing their plan for school safety.

(c) Each schoolsite council or school safety planning committee, in developing and updating a comprehensive school safety plan, shall, where practical, consult, cooperate, and coordinate with other schoolsite councils or school safety planning committees.

(d) The comprehensive school safety plan may be evaluated and amended, as needed, by the school safety planning committee, but shall be evaluated at least once a year, to ensure that the comprehensive school safety plan is properly implemented. An updated file of all safety-related plans and materials shall be readily available for inspection by the public.

(e) As comprehensive school safety plans are reviewed and updated, the Legislature encourages all plans, to the extent that resources are available, to include policies and procedures aimed at the prevention of bullying.

(f) The comprehensive school safety plan, as written and updated by the schoolsite council or school safety

planning committee, shall be submitted for approval pursuant to subdivision (a) of Section 32288.

(Amended by Stats. 2015, Ch. 303, Sec. 68. (AB 731) Effective January 1, 2016.)

32282.1. (a) As comprehensive school safety plans are reviewed and updated, the Legislature encourages all plans, to the extent that resources are available, to include clear guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses, if the school district uses these people.

(b) The guidelines developed pursuant to subdivision (a) are encouraged to include both of the following:

(1) Primary strategies to create and maintain a positive school climate, promote school safety, and increase pupil achievement, and prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support.

(2) Consistent with paragraph (2) of subdivision (a) of Section 32282, protocols to address the mental health care of pupils who have witnessed a violent act at any time, including, but not limited to, any of the following:

(A) While on school grounds.

(B) While going to or coming from school.

(C) During a lunch period whether on or off campus.

(D) During, or while going to or coming from, a school-sponsored activity.

(Amended by Stats. 2014, Ch. 794, Sec. 2. (AB 1271) Effective January 1, 2015.)

32282.5. (a) The department shall electronically distribute disaster preparedness educational materials and lesson plans that are currently available to school districts and county offices of education.

(b) The department shall ensure that the disaster preparedness materials are available in at least the three most dominant primary languages spoken by English learners in California, according to the language census.

(c) The department shall coordinate with the Office of Emergency Services to make sure that all materials are reviewed and updated annually.

(Amended by Stats. 2013, Ch. 352, Sec. 70. (AB 1317) Effective September 26, 2013. Operative July 1, 2013, by Sec. 543 of Ch. 352.)

32283. The Department of Justice and the State Department of Education, in accordance with Section 32262, shall contract with one or more professional trainers to coordinate statewide workshops for school districts, county offices of education, and schoolsite personnel, and in particular school principals, to assist them in the development of their respective school safety and crisis response plans, and provide training in the prevention of bullying as defined in subdivision (r) of Section 48900. The Department of Justice and the State Department of Education shall work in cooperation with regard to the workshops coordinated and presented pursuant to the contracts. Implementation of this section shall be contingent upon the availability of funds in the annual Budget Act.

(Amended by Stats. 2011, Ch. 732, Sec. 4. (AB 1156) Effective January 1, 2012. Operative July 1, 2012, by Sec. 8 of Ch. 732.)

32283.5. The department shall develop an online training module to assist all school staff, school administrators, parents, pupils, and community members in increasing their knowledge of the dynamics of bullying and cyberbullying. The online training module shall include, but is not limited to, identifying an act of bullying or cyberbullying, and implementing strategies to address bullying and cyberbullying.

(Added by Stats. 2014, Ch. 418, Sec. 1. (AB 1993) Effective January 1, 2015.)

32284. The comprehensive school safety plan may also include, at local discretion of the governing board of the school district and using local funds, procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of a school. No funds received from the state may be used for this purpose.

(Added by renumbering Section 35294.4 by Stats. 2003, Ch. 828, Sec. 16. Effective January 1, 2004.)

32286. (a) Each school shall adopt its comprehensive school safety plan by March 1, 2000, and shall review and update its plan by March 1, every year thereafter. A new school campus that begins offering classes to pupils after March 1, 2001, shall adopt a comprehensive school safety plan within one year of initiating operation, and shall review and update its plan by March 1, every year thereafter.

(b) Commencing in July 2000, and every July thereafter, each school shall report on the status of its school safety plan, including a description of its key elements in the annual school accountability report card prepared pursuant to Sections 33126 and 35256.

(Added by renumbering Section 35294.6 by Stats. 2003, Ch. 828, Sec. 18. Effective January 1, 2004.)

32287. If the Superintendent of Public Instruction determines that there has been a willful failure to make any report required by this article, the superintendent shall do both of the following:

(a) Notify the school district or the county office of education in which the willful failure has occurred.

(b) Make an assessment of not more than two thousand dollars (\$2,000) against that school district or county office of education. This may be accomplished by deducting an amount equal to the amount of the assessment from the school district's or county office of education's future apportionment.

(Added by renumbering Section 35294.7 by Stats. 2003, Ch. 828, Sec. 19.5. Effective January 1, 2004.)

32288. (a) In order to ensure compliance with this article, each school shall forward its comprehensive school safety plan to the school district or county office of education for approval.

(b) (1) Before adopting its comprehensive school safety plan, the schoolsite council or school safety planning committee shall hold a public meeting at the schoolsite in order to allow members of the public the opportunity to express an opinion about the school safety plan.

(2) The schoolsite council or school safety planning committee shall notify, in writing, the following persons and entities, if available, of the public meeting:

(A) The local mayor.

(B) A representative of the local school employee organization.

(C) A representative of each parent organization at the schoolsite, including the parent teacher association and parent teacher clubs.

(D) A representative of each teacher organization at the schoolsite.

(E) A representative of the student body government.

(F) All persons who have indicated they want to be notified.

(3) The schoolsite council or school safety planning committee is encouraged to notify, in writing, the following persons and entities, if available, of the public meeting:

(A) A representative of the local churches.

(B) Local civic leaders.

(C) Local business organizations.

(c) In order to ensure compliance with this article, each school district or county office of education shall annually notify the State Department of Education by October 15 of any schools that have not complied with Section 32281.

(Added by renumbering Section 35294.8 by Stats. 2003, Ch. 828, Sec. 20. Effective January 1, 2004.)

32289. A complaint of noncompliance with the school safety planning requirements of Title IV of the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 7114 (d)(7)) may be filed with the department under the Uniform Complaint Procedures as set forth in Chapter 5.1 (commencing with Section 4600) of Title 5 of the California Code of Regulations.

(Amended (as added by Stats. 2004, Ch. 896, Sec. 29) by Stats. 2015, Ch. 303, Sec. 70. (AB 731) Effective January 1, 2016.)



Safe Havens International Service Contract

Client: Albany Unified School District ("the Client")

Contractor: Safe Havens International, Inc. ("the Contractor")

1. PURPOSE OF AGREEMENT

The Contractor will provide the services specified in the Scope of Work (Exhibit A).

2. PAYMENT

The Client shall pay a total of **\$15,975.00** for the project. This is a fixed fee (all inclusive), including all materials, service fees, and travel expenses for SHI analysts to conduct the project. Invoices will be sent to the Client upon completion of each service pursuant to Payment Schedule in Exhibit B. Payments must be received within 30 days of the invoice.

All invoices to be paid to:

Safe Havens International
P.O. Box 27390
Macon, GA 31221-7390

3. TERMS

Each party shall defend, indemnify and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, damages, losses or suites including attorney fees, arising out of injuries and damages caused by each party's own negligence.

There shall be no radio or television broadcast, videotaping or audio recording of the project or any statements made by the Contractor or its agents without the prior written consent of both parties.

4. NON-DISCRIMINATION CLAUSE

The Contractor agrees not to discriminate against any employee or applicant for employment, if an employment is needed for this project, because of actual or perceived race, religious creed, color, national origin, ancestry, gender, gender identity, gender expression, sexual orientation, age, marital status, pregnancy, handicap, physical or mental disability, medical condition, genetic information, or veteran status, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor.

This contract shall constitute the entire agreement between the parties, and no change in or modification of this contract shall be binding unless the change or modification shall be in writing, consented to and approved by the parties. The undersigned parties accept this service contract's terms and conditions for services on the date below each signature.

Albany Unified School District

Name: _____

Signature: _____

Title: _____

Date: _____

Safe Havens International, Inc.

Name: _____

Signature: _____

Title: _____

Date: _____

Exhibit A – Scope of Work

Serious injury and death have occurred in school crisis situations where a custodian, teacher, or other employee had to make a life or death decision without time available to contact the school's administrative team to obtain guidance. SHI will work closely with Albany Unified School District (AUSD) planning team and area emergency response agency representatives to develop an updated all-hazard, role-specific, and NIMS compliant emergency preparedness and prevention/mitigation plan components as recommended by the ED in its 2003 Practical Information on Crisis Planning – A Guide for Schools and Communities. Specifically, SHI Analyst Chris Dorn will visit the District for three (3) one-day trips to facilitate a series of planning meetings with AUSD planning team and area emergency response agency representatives to collect information for the plan development.

Based on information collected from these planning meetings and utilizing our copyrighted Emergency Management Plan Development Templates™ now licensed by more than 8,000 K-12 schools, SHI analysts will help AUSD develop prevention/mitigation and emergency preparedness plan components which are tailored to the needs of the AUSD community, local risks, resources, and emergency response agency approaches. The plan development process will begin prior to and will continue after the planning meetings. The process will involve continual and substantial input and feedback from the AUSD planning team and community partners.

We will assist the District develop the following specific plan components:

- Prevention and mitigation plan component
- All-hazards, role-specific emergency preparedness plan components
- After-hours emergency management plan component
- Site specific plan template
- Pre-incident planning template for special needs population

An important planning concept to remember is that the first employee to encounter a life or death crisis situation must be prepared to immediately and independently implement appropriate critical action steps. Deaths have occurred at schools around the nation when school staff members did not know how to react to various crisis situations without asking for help from an administrator. Action steps that should be taken by different staff members during the same incident are sometimes different. For example, a school administrator, teacher, custodian, and school bus driver would not perform the same action steps during a crisis. In our

experience, a more effective approach to school crisis planning involves role-specific plan components. This concept involves the development of integrated plan components that are unique to a variety of job roles in the organization but are coordinated so all school employees are working towards the same goals.

For AUSD, we will develop the emergency preparedness plan components tailored to the following primary job roles:

- The superintendent and cabinet officials
- Building administrators
- Front office staff
- Teachers
- Custodians
- Food service personnel
- School bus drivers and route supervisors

Each of the emergency preparedness plan components for those primary roles will include but not limited to the functional and incident-specific protocols such as:

- Functional protocols:
 - Emergency communications
 - Emergency lockdown
 - Preventive lockdown
 - Emergency evacuation for fire
 - Remote evacuation and family reunification
 - Reverse evacuation
 - Room clear
 - Shelter-in-place for hazardous material release
 - Critical incident recovery
 - Media
- Incident-specific protocols:
 - Use of weapons

- Report of weapon on school property
- Bomb threat
- Hostage situation
- Sexual assault
- Explosion
- Injury/illness
- Attempted suicide/suicide threats
- Death
- Food allergy incident
- Kidnapping/missing students
- Suspected biological incident
- Chemical/hazardous material release incident
- Radiological release incident
- Intruder/suspicious persons
- Disruptive/unruly persons
- Protest/civil unrest
- Tornado
- Earthquake

SHI will deliver the plan components in electronic (Word) format, and the AUSD will be responsible for final proofreading for grammar, spelling, final formatting, and printing of all plan components.

We will also provide the AUSD our copyrighted Emergency Management Plan Development Templates™ which also contain the templates for AUSD planning team to develop the following plan components in the future:

- Mental health recovery
- Biological incident
- Food defense

This project does not include SHI personnel helping the District develop the above three plan components.

Proposed Project Timeline

The following is the proposed timeline, assuming May 25, 2018 as a start date:

No.	Task	Proposed Schedule
1	Deliver the first draft of plan components	May 29, 2018
2	Conduct the first planning meeting	June 6, 2018
3	Deliver the second draft of the plan components developed after the first planning meeting	By August 1 st , 2018
4	Conduct the second planning meeting	By August 15, 2018
5	Deliver the second draft of the plan components developed after the second planning meeting	By October 1 st , 2018
6	Conduct the third planning meeting	By October 15, 2018
7	Deliver the second draft of the plan components developed after the third planning meeting	By November 30, 2018
8	Deliver the final version of all developed plan components	By December 31, 2018

Since the planning process involves continual and substantial input and feedback from the AUSD planning team and community partners, it should be noted that prompt response from the AUSD would be important in order for us to keep this proposed timeline. In addition, if the proposed timeline for the planning meetings has to change due to the availability of the AUSD planning team and community partners, the timeline for the whole project could be affected.

Value-Added Services

We will provide the following value-added services which are worth **\$899.97** at retail cost at no additional cost to the District:

- 1. Training DVD: *Special Needs: Planning for Disabilities and Other Special Needs during an Emergency* (\$399.99 retail cost per DVD)**

Planning for the needs of everyone during an emergency is a critical component of any school organization. While most educational facilities have considerations in place for individuals with

disabilities, many still lack a formal preparedness plan for dealing with special needs during a crisis. This training resource aids in the development of a standardized plan that can be formalized across all facilities in an organization rather than relying on building-level efforts that can sometimes conflict with each other.

Part of an award-winning training series, this video has been used by schools across the country to guide staff through the process of identifying those who may need special assistance and how to design a formal plan to use before, during and after an emergency situation on campus. This goes beyond the traditional definition of individuals with disabilities to include those with a short-term disability like a broken arm or a leg, staff members and visitors who are pregnant or nursing as well as people who are learning English as a second language and may have difficulty understanding complex directions during a chaotic situation.

After viewing the video, staff will be able to use the documents included on this DVD to create a standardized Individual Preparedness Plan that can be used throughout the organization to enhance planning and provide a uniform approach to providing special assistance to staff, students and visitors. In addition to an Individual Preparedness Plan document, this DVD also includes additional documents to aid in planning, including a checklist that can be posted in specific areas where special equipment is located or where individuals may be located throughout the school day. This is useful as an orientation to staff members who are new to special needs issues on campus and for staff members who share a building with special needs students.

Topics include:

- The importance of planning for special needs during an emergency
- Some of the basic things schools can do to prepare
- Ways to create an individual preparedness plan and improve existing plans
- How to prepare students using trial drills
- Bonus segment: “Meet Mackenzie” – a documentary about a special needs student

SHI will provide one complimentary copy of this training DVD for the District.

2. Training DVD: *Safe Passages: School Transportation Security and Emergency Preparedness* (\$299.99 retail cost per DVD)

School transportation security is critical because school bus drivers and other pupil transportation personnel in any community can face a security situation or an emergency at any

time. Hosted by Michael Dorn and Chris Dorn, this video outlines approaches that have helped law enforcement officers and other public safety personnel more effectively spot and react to danger for many years. These simple yet powerful concepts can also help transportation professionals enhance their ability to address security threats and crisis situations.

This video will help school transportation professionals understand practical and easy to apply concepts, including:

- How connecting to students in a positive and professional manner can reduce the risk of attacks on pupil transportation professionals
- Ways to communicate more effectively under crisis conditions
- How to improve documentation for school bus security situations
- Tips for handling the stress of courtroom testimony, depositions and other legal proceedings
- The research-based concept of mental simulation to improve human performance under life and death stress

Michael Dorn and Chris Dorn have presented keynote and general sessions for multiple annual conferences for both the National Association of Pupil Transportation (NAPT) and School Transportation News (STN) as well as statewide pupil transportation conferences in two dozen states. This training resource draws on their experience working in more than 40 states across the U.S. as well as observations from Mexico, Bolivia, Honduras, Canada, England, France, the Netherlands, South Africa, Vietnam and Israel. The training topics in this video focus on practical techniques that are applicable to schools anywhere in the United States.

SHI will provide one complimentary copy of this training DVD for the District.

3. Training DVD: *Crisis Recovery: Mental Health Recovery* (\$199.99 retail cost per DVD)

Prepare your school staff to address mental health concerns after a crisis mental health recovery is a critical component of emergency readiness. Without it, even the best plans can fall apart during a crisis as the emergency subsides and the long process of returning to normalcy begins.

This video was developed for public and private schools in the early stages of recovery planning as well as educational organizations that are in the advanced stages of planning and looking for ways to create a more robust safety net for the emotional trauma that can occur after any crisis

event that takes place on or relates to the school campus. Portions of this award-winning video have been used in districts across the country and a customized version was chosen for distribution by the Pennsylvania Department of Education.

Hosted by Dr. Sonayia Shepherd, this training resource covers key planning concepts that are often overlooked and continues with steps for forming a mental health recovery team, using that team to choose a recovery model and develop a plan, implementation, and finally testing of the plan. The bonus segment on this DVD provides a platform to practice these concepts with a tabletop exercise focused on the death of a staff member due to a work accident on campus and includes talking points and suggested responses for the simulated crisis. Dr. Sonayia Shepherd was a Senior Analyst with Safe Havens International and has considerable experience, which includes response roles at the Centers for Disease Control (CDC), the Georgia Division of Public Health, the Terrorism Division of the Georgia Office of Homeland Security and the School Safety Project of the Georgia Emergency Management Agency. In addition to authoring and coauthoring 16 books on school safety and emergency management, she has assisted FEMA, the World Health Organization, and the CDC in response efforts after incidents across the U.S. and to a dozen countries around the world.

Topics include:

- The main goals of a mental health recovery plan
- Creating a mental health recovery team
- Choosing a debriefing model
- Mental health crisis recovery activities

SHI will provide one complimentary copy of this training DVD for the District. The retail value of this bonus feature is \$199.99.

4. School Safety Training DVD: *Secrets of the Weapons Violator Exposed* (\$29.95 retail cost)

In use by thousands of school and public safety organizations including the United States Secret Service and the Israel National Police, this powerful training video covers a variety of techniques that have been successfully utilized to avert planned school shootings.

This thirty-seven-minute training DVD *Secrets of the Weapons Violator Exposed* for the School shows how violators conceal firearms, knives and other weapons as well as how the gun violator can be detected based on the physical behaviors of the gun violator. Dozens of school

shootings have been prevented in Georgia and around the nation using the techniques covered in this DVD. This video has been used by the FBI, U.S. Secret Service, Israeli Police, TSA, FEMA, the Bureau of Alcohol, Tobacco and Firearms and more than 75,000 school systems and public safety agencies in more than thirty countries.

SHI will provide one complimentary copy of this training DVD for the District. The retail value of this bonus feature is \$29.95.

Exhibit B – Payment Schedule

The total cost for this project is **\$15,975.00**. This is a fixed fee (all inclusive), including all materials, service fees, and travel expenses for the analysts to conduct the project.

The Client will be invoiced in three installments as follows:

Billing point	Amount
Upon completion of the first planning meeting	\$5,325.00
Upon completion of the second planning meeting	\$5,325.00
Upon delivery of the final version of all developed plan components	\$5,325.00
Total	\$15,975.00

Payment is due net 30 days after receipt of each invoice.