

**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

Tuesday, May 28, 2019

Albany City Hall

1000 San Pablo Ave., Albany, CA 94706

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

Open Session: 7:30 p.m. -10:00 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 Regular Meetings are videotaped. (To view the videos, visit www.ausdk12.org)</p>	<div style="display: flex; justify-content: space-between;"> <div> <p>I. OPENING BUSINESS</p> <p>A) Call to Order</p> <p>B) Roll Call</p> <p>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</p> <p>With Respect to Every Item of Business To Be Discussed In Closed Session:</p> <p>A) Pursuant to Govt. Code Section 11126(a)1:</p> <p>1) Discussion of Employment and Appointment of a Public Employee (Superintendent):</p> <ul style="list-style-type: none"> ● Contract Negotiations (35 mins.) <p>B) Pursuant to Govt. Code Section 54957.6:</p> <p>1) Conference with Labor Negotiator (Superintendent Valerie Williams, District Representative), Regarding Negotiations as it Pertains to:</p> <ul style="list-style-type: none"> ● Albany Teachers Association (ATA) ● California School Employees Association (CSEA) ● Service Employees International Union (SEIU) <p>(20 mins.)</p> </div> <div style="text-align: right;"> <p>6:30 p.m.</p> <p>6:35 p.m.</p> </div> </div>
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IV. OPEN SESSION

7:30 p.m.

Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 7:30 p.m. to conduct the remainder of its meeting, reserving the right to return to Closed Session at any time.

A) Call To Order (Reconvene to Open Session)

B) Roll Call

C) Pledge of Allegiance

D) Reading of the AUSD Mission & Vision Statement and Board of Education Meeting Norms

E) Report of Action Taken in Closed Session

F) Approval of Agenda

G) Spotlight: Albany High School Science Olympiad & National Ocean Sciences Bowl Teams 7:40 p.m. (15 mins.)

H) Consent Calendar 7:55 p.m.

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

1) Superintendent

- a) Minutes of the March 26, 2019 Board of Education Regular Meeting------(pg.5)
- b) Minutes of the April 16, 2019 Board of Education Regular Meeting------(pg.23)
- c) Minutes of the April 30, 2019 Board of Education Regular Meeting------(pg.33)
- d) Minutes of the May 14, 2019 Board of Education Regular Meeting------(pg.44)

2) Human Resources

- a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order------(pg.65)

3) Curriculum, Instruction, and Assessment

- a) School Plans for Student Achievement for Cornell Elementary School, Marin Elementary School, and Ocean View Elementary School------(pg.67)
- b) Board Policy 5145.9 (Hate-Motivated Behavior)----- (pg.177)

4) Special Education

- a) Master Contract Between Albany Unified School District and
Heritage Schools, Inc. for 2018-2019------(pg.188)

5) Student Services

- a) Independent Contractor Agreement With ProCare Therapy, Inc.------(pg.238)

6) Business Services

- a) April 2019 Warrant Report------(pg.241)
- b) April 2019 Donation Report------(pg.255)

I) Board and Superintendent Reports (5 mins.)

8:00 p.m.

J) Student Board Members' Report (5 mins.)

8:05 p.m.

K) Persons To Address the Board on Matters Not on the Agenda (5 mins.)

8:10 p.m.

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) Review And Action

8:15 p.m.

1) Board of Education/Human Resources

- a) Employment Contract and Appointment of Superintendent (20 mins.)------(pg.257)
- (Paper copies of the final contract will be made available to the Board and public at the meeting)*

2) Business Services

8:35 p.m.

- a) Parcel Tax Public Opinion and Polling Services (30 mins.) ------(pg.264)
- b) Request for Allowance of Attendance Due to Emergency Conditions (5 mins.)------(pg.286)
- c) Amendment #01 to Design-Build Services for the Ocean View Elementary Rebuild Project
By and Between Albany Unified School District and Overaa & Co. (5 mins.)------(pg.293)
- d) California Environmental Quality Act (CEQA) Categorical Exemption for the
Albany High School Addition Project (5 mins.)----- (pg.297)
- e) Independent Contractor Agreement with Metropolitan Van & Storage (5 mins.)------(pg.300)
- f) Agreement with Derivi Castellanos Architects for Design and Engineering
of a New Neighbor Fence at the Albany Middle School Annex (5 mins.) ------(pg.310)

- g) Independent Contractor Services Agreement with United Fence Services, Inc. for Installation of New Neighbor Fence at the Albany Middle School Annex (5 mins.)------(pg.318)
- h) Agreement with Fagen Friedman & Fulfroost, LLP, for Legal Services (5 mins.) -----(pg.327)

M) Staff Reports

9:40 p.m.

- 1) Superintendent's Report on the Special Education Focus Group (15 mins.) -----(pg.332)

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

9:55 p.m.

VI. ADJOURNMENT

10:00 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
June 11, 2019: Regular Meeting	7:30 - 9:30 p.m.	Albany City Hall
June 25, 2019: Regular Meeting	7:30 - 9:30 p.m.	Albany City Hall

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES OF REGULAR MEETING (pending approval)**

Tuesday, March 26, 2019

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

I. OPENING BUSINESS

A) Call to Order

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

B) Roll Call

- 1) **Board Members Present:** President Kim Trutane, Trustee Jacob Clark, Trustee Sara Hinkley, Trustee Clementina Duron, Vice President Brian Doss
- 2) **Staff Members Present:** Superintendent Valerie Williams; Jackie Kim, Chief Business Official; Cheryl Cotton, Director, Human Resources

C) Identify Closed Session Pursuant to Agenda Section III Below

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

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

III. CLOSED SESSION: With Respect to Every Item of Business to be Discussed in Closed Session:

A) Pursuant to Government Code Section 54957.6:

- 1) Conference with Labor Negotiator (Superintendent Valerie Williams, District Representative), Regarding Negotiations as it Pertains to:
 - Albany Teachers Association (ATA)
 - California School Employees Association (CSEA)
 - Service Employees International Union (SEIU)

B) Pursuant to Govt. Code Section 11126(a)1:

- 1) Discussion of Employment and Appointment of a Public Employee
 - Superintendent

IV. OPEN SESSION

A) Call To Order (Reconvene to Open Session)

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

B) Roll Call

- 1) **Board Members Present:** President Kim Trutane, Vice President Brian Doss, Trustee Jacob Clark, Trustee Sara Hinkley, Trustee Clementina Duron, Student Board Member Audrey Mallah, Student Board Member Michaela Weinstein
- 2) **Staff Present:** Superintendent Valerie Williams; Jackie Kim, Chief Business Official; Marie Williams, Assistant Superintendent of Educational Services; Cheryl Cotton, Director of Human Resources; Dax Kajiwarra, Director of Technology; Diane Marie, Director III, Special Education
- 3) **Staff Excused:** Carrie Nerheim, Director I, Student Services

C) Pledge of Allegiance

D) Reading of the AUSD Mission & Vision Statement and Meeting Norms

Student Board Member Mallah read the AUSD Mission and Vision statement, and the Meeting Norms of the Board of Education.

E) Report of Action Taken in Closed Session

The Board took no action in Closed Session.

F) Approval of Agenda of March 26, 2019 Regular Board Meeting

- **Motion to approve the Agenda:** by Sara Hinkley
- **Second:** Vice President Brian Doss
- **Result:** unanimously approved

G) Spotlight: Ocean View Elementary School

Terry Georgeson, Principal of Ocean View Elementary School, shared Ocean View's 2019 2nd BEST Behavior Assembly, highlighting how students at the school show how to be safe, respectful, and responsible. To view the spotlight video, please watch the [March 26, 2019 BOE video](#) at 2:55.

H) Approval of Consent Calendar

1) Superintendent

- a) Minutes of the March 12, 2019 Regular Board of Education Meeting
- b) District Board Policy Committee Membership

2) Human Resources

- a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order
- b) Affiliation Agreement

3) Curriculum, Instruction, and Assessment

- a) Independent Contractor Agreement with Ivy Chen, MPH, for Fifth Grade Puberty Education
- b) Overnight Field Trip: Albany High School To National Ocean Sciences Bowl Finals Competition in Washington, DC
- c) Overnight Field Trip: Albany High School to Northern California State Science Olympiad Tournament in Turlock, California

4) Student Services

- a) Memorandum of Understanding Between K to College and Albany Unified School District

5) Business Services

- a) February 2018⁹ Donation Report
- b) February 2018⁹ Warrant Report

- **President Trutane commented on the Consent Calendar:**

- congratulated Director of Food Services, Sabina Feinburg, for starting an internship program to help the Food Services Program
- congratulated and wished good luck to the Albany High School team going to National Ocean Sciences Bowl Finals Competition, and to the Albany High School Science Olympiad team for winning regionals and going on to State Competition
- recognized that there are a lot of staff retiring at the end of the school year and suggested a recognition ceremony at the end of the year

- **Motion to approve the Consent Calendar:** by Trustee Clementina Duron

- **Second:** President Kim Trutane

- **Result:** unanimously approved

I) Board and Superintendent Reports

1) Superintendent Williams:

- Reported the **Rally for Public Education** on April 3rd in Sacramento at the Capitol Mall from 12:00-1:30 p.m. This is sponsored by the Alameda County Office of Education and the East Bay Coalition for Public Education. Albany Unified will be taking students and teachers to the Rally, and Student Board Member Micheala Weinstein will be the Student Speaker representing Albany Unified School District.
- Shared a video on the *East Bay Coalition of Public Educators*:
<https://www.youtube.com/watch?v=t6FOLfusKNM&feature=youtu.be>.

2) President Kim Trutane:

- Reported that the Western Association of Schools and Colleges (WASC) did an extensive review at Albany High School the week of March 18th. Their final report will be provided later in the year, but she is expecting an extended accreditation.

3) Vice President Brian Doss:

- Reported a donation from Salesforce for Emergency Preparedness Kits (~150-200) to Albany Unified Schools. He will be requesting more.

4) Trustee Jacob Clark:

- Gave a shout out to performers at “Cornell’s Got Talent” and all the parents who helped
- Gave a shout out to the Albany Middle School wrestling teams - boys finished their season and the girls have a State Championship this weekend

- Announced a public meeting on ways to improve the Albany Aquatic Center at the Albany High School, April 3rd from 5:00-7:00 p.m. in Room M3. May also be a tour of the pool as well.

5) **Trustee Sara Hinkley:** No report

6) **Trustee Clementina Duron:** No report

J) Student Board Members' Report

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

Albany High School:

- Albany High School celebrates Diversity Week with the Diversity Assembly and language poster contest! Shout out to the Spanish, Mandarin, French, and Dance teachers for helping out with this event.
- Students are invited to attend the Alameda County Education Rally on April 3rd in Sacramento.
- Thank you to the Thai restaurant Bua Luang for hosting a fundraiser every Tuesday and Wednesday of March to benefit the swim team!

Albany Middle School:

- Middle school students will be showing off their moves at the *Purple Rain* School Dance on Friday March 29th.
- Clubs such as Earth Team, Technology Club, and Best Buddies are meeting at the Middle School this week.
- Thursday March 28th, will be Vine/Meme Spirit Day, where students will represent their favorite social media trends.

Ocean View Elementary School:

- Students and faculty will be celebrating Earth Day on April 17th at 8:45am.

Cornell Elementary School:

- "Cornell's Got Talent" was a successful event on Saturday, March 23rd.

Marin Elementary School:

- The Marin Moonlight Auction will be held on March 30th from 6:00-10:00 p.m. There will be live music, good food, and a variety of items being auctioned off.
- Family Math Night will take place at 6:15 p.m. on April 3rd.

K) Persons To Address the Board on Matters Not on the Agenda

Terry Georgeson reported that Albany Unified School District has a National Wrestling Champion from the girls High School; last year she came in 2nd or 3rd place, and this year she came in as a Champion.

L) Review And Action

1) Business Services

a) *FY 2017-2018 Bond Measure B and E Financial and Performance Audit Reports*

Chief Business Official Jackie Kim, announced that the District has received a “Clean Opinion with no findings.” She introduced Sarah Fiehler, Director at Christy White and Associates, who presented the Audit Reports that are presented in the agenda packet.

- **Motion to accept:** by Sara Hinkley
- **Second:** Clementina Duron
- **Result:** approved unanimously

b) *Independent Contractor Services Agreement with Derivi Castellanos Architects for Elementary Temporary Housing Modifications at Albany High School*

Chief Business Official, Jackie Kim, stated that the work described in this contract, to place three (3) portables at Albany High School, will be from Summer 2019 through January 2020. These portables will hold one grade; three classrooms.

- **Motion to accept the contract:** by President Kim Trutane
- **Second:** Sara Hinkley
- **Result:** approved unanimously

c) *Independent Contractor Services Agreement with SVA Architects, Inc. for Design of a Replacement Fire Alarm System at Albany High School*

Chief Business Official, Jackie Kim, Superintendent Williams, and the Board discussed the state of the fire alarm system and the temporary solution until the new system is installed. A temporary solution is in process until a new permanent system is installed. This includes the following:

- The company was able to find a temporary part and installed it. Not a permanent solution, but is allowing the system to be functional until the new permanent system is installed.
- As directed by the Albany Fire Chief, the high school is under a 24-hour fire safety watch, with 2 people on watch while students are in the building.
- The District is working with the Fire Chief and inspectors to ensure we are in compliance: they will do a walk-through to test every device (horns, strobes, etc.) at the school, and will want *any* device not working repaired in order to lift the fire watch.
- The preliminary budget for the new fire alarm system, including architect, project management, purchase, and installation is \$1.2 million.
- The work will be put out for competitive bids.
- Superintendent Williams added that they will also also applying to OPSC (Office of Public School Construction) for a facility hardship grant, which could result in partial funding or no funding. Any funding received will be returned to the bond fund.

- **Motion to accept:** by Sara Hinkley
- **Second:** Clementina Duron
- **Roll Call Vote:** 6 Ayes; 1 Naye (Doss)
- **Result:** Approved

2) Board of Education

a) *Process for Determining Stakeholder Panel for Superintendent Finalist Interviews*

President Trutane provided some background information on this, as described in the Board agenda packet. In addition to the Board of Trustees interviewing the final candidates for the Superintendent, there will be a stakeholder panel who will interview each, and provide feedback to the Board. This item is for the Board to decide how the Community Members, and Site Administrators will be chosen. The Board discussed and heard Staff and Public comments regarding the process.

The Board decided that the Stakeholder Panel will be composed of the following:

- Two (2): Administrators, one from the District Office and one Site Administrator (school principal)
- Two (2): Classified employee representatives (chosen by the CSEA and SEIU unions)
- Three (3): Teachers (chosen by Albany Teachers Association)
- One (1): Albany High School student (often a student board member)
- Seven (7): Community members
- **15 members total**

The Board further decided on the process to select these specific panel members:

- **Seven (7) Community Members:**
Issue invitations to the entire AUSD community to be part of the Stakeholder Panel. Provide as much detail as possible, including the dates of the interviews of May 5-6, 2019. Must be available to attend both dates. Those who are nominated will be added to the pool. If more than seven (7) names are received, the Board will discuss and select at the April 16, 2019 Board Meeting.
 - a) Send out an email
 - b) Post on District website
 - c) Reach out again to the Stakeholder Engagement groups and remind them to nominate members
- **Two (2) Administrators, one from the District Office and one Site Administrator (school principal):**
 - a) **Site Administrators: Principals** will collectively nominate one (1) person as their representative
 - b) **District Office:** Executive Cabinet will nominate one (1) person; Vice President Brian Doss will issue personal invitations to two (2) people at the District Office. If more than one (1) member is nominated, then the Board will decide at the April 16, 2019 Board Meeting.
- **Motion to approve the process as described:** by President Kim Trutane
- **Second:** Sara Hinkley
- **Result:** unanimously approved

M) Review And Discussion

1) Superintendent

a) *Transitional Kindergarten/Kindergarten Program*

Anna Mansker, Director of the Albany Children's Center, presented information on their before and after school programming for Transitional Kindergarten/Kindergarten, in relationship with the temporary housing plans, as detailed in the agenda packet. Terry Georgeson, Ocean View Elementary School Principal, discussed the sample program and daily schedules for TK/K Program.

The Board hear public comments. Several parents addressed the Board to express their concerns related to the AM/PM program.

- Displeasure about the AM/PM program; communication from the District; parents need to make decisions quickly before summer; parents feeling overwhelmed
- Requested a subteam on the Temporary Housing Team to help coordinate and cooperate in areas such as the after-school programs
- Request District Administration to seek out more collaboration with parents
- Issues about the timeline of assignments sent out at end of July, with only three weeks to establish before/after school care; Shift start times of school 10-15 minutes
- Concern that loss of instructional time will impact students and set them up at a disadvantage.
- Would like an increase in enrichment programs offered by Albany Children's Center.
- Communicate more with parents; would like more commitment on the answers to the FAQ's
- Requested a firm commitment to not increase Kinder class sizes above 24 during the AM/PM plan, and for a transparent plan in place if enrollment decreases that does not include increase in Kindergarten class sizes.
- Request to include therapies as options for before/after school and not during school day.

Members of the Board and Staff discussed the issues brought up by the parents. Anna Mansker added that the YMCA will be altering their schedules to accommodate the AM/PM program in the fall.

Superintendent Williams addressed these concerns:

- *Class sizes*: she will make every endeavor to keep Kindergarten classes at or below 24:1; but it is not a guarantee.
- *Later start times*: can look at this.
- *Notifying parents of assignments early*: can do by mid-June; however, it is possible that families may have to move later in order to ensure classes are well-balanced. Families can request to be put on the School Change Wait List. They will need to hire additional support for Enrollment Center.
- *Creation of a Subcommittee*: suggested to temporarily suspend the Transitional Housing Team, get a subcommittee for TK/K issues, then reconvene Transitional Housing Team at a later date. Subcommittee comprised of five (5) parents, PTA members, TK/K teacher, Director Albany Children's Center, Director of Student Services, and the Superintendent, and schedule a meeting soon.

Ocean View Principal Terry Georgeson commented about student enrollment and assignments being made to create balanced classrooms. She also added, for the record, that the request from her to the

administration to go AM/PM program versus the Early Bird/Late Bird program, was done not because it was best for our children, but rather, it was done because our community needed to build two schools, and working together and compromising is the only way that can happen.

N) Extend Time of Meeting

The Board needed to extend the meeting two (2) times during Review and Discussion. The motions are as follows:

- **Motion to extend the meeting thirty minutes, until 10:10 p.m.** by Sara Hinkley
- **Second:** Clementina Duron
- **Motion to extend the meeting until 10:30 p.m.** by Vice President Brian Doss
- **Second:** Student Board Member Michaela Weinstein

O) Review And Discussion (continued)

2) Curriculum, Instruction, and Assessment

a) Board Policy 5144 (Discipline)

Marie Williams, Assistant Superintendent, Educational Services, stated that she is bringing both the Board Policy and Administrative Regulation to the Board together, although the Administrative Regulations do not require Board approval. She addressed questions posed by the Board prior to the meeting, and asked to work through the changes with the Board. All approved changes will be implemented in the document. Language related to notifying parents about after-school detention will be discussed with District Leadership team. Assistant Superintendent Williams will bring this back to the Board at the April 16, 2019 meeting on Review and Action with some information and feedback from the District Leadership Team.

P) Staff Reports

1) Education Update: Local Control Accountability Plan Update

The Board received an update on the Local Control Accountability Plan, presented by Marie Williams, Assistant Superintendent of Educational Services. This was a preliminary district-level preview of the Annual Update in the Local Control Accountability Plan (LCAP). A brief slideshow was presented, which is attached to these Minutes.

Student Board Members and the LCAP student representative are working on gathering student input at the high school and hoping to go to the middle school.

V. AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- Committee assignments and duration for August 2019 Board meeting
- Recognize retiring teachers at the June 11th Board Meeting
- Stakeholder Panel for Superintendent finalists interviews - April 16th meeting
- Special Education update/report once a month - in May
- Board Members appointing committee members

VI. ADJOURNMENT

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

FUTURE BOARD MEETINGS

Date	Time	Location
March 26, 2019	7:00 - 9:30 p.m.	Albany City Hall
April 16, 2019	7:00 - 9:30 p.m.	Albany City Hall
*April 29, 2019 SPECIAL BOARD MEETING - CLOSED SESSION FOR SUPERINTENDENT SEARCH	7:00 - 10:00 p.m.	Cornell Elementary School Library
April 30, 2019	7:00 - 9:30 p.m.	Albany City Hall

ATTACHMENTS: Local Control Accountability Plan Update (3.26.19).pdf



Local Control and Accountability Plan Update

March 26, 2019

Local Control and Accountability Plan

The Local Control and Accountability Plan (LCAP) is a planning and accountability tool that reflects and highlights the district's annual goals, actions, services and expenditures within a fixed three-year planning cycle.

Albany Unified School District's LCAP is aligned with the three goals of the District's Strategic Plan:

1. Assess and Increase Academic Success.
2. Support the Whole Child.
3. Communicate and Lead Together.

Local Control and Accountability Plan

The LCAP includes the following information:

- Plan Summary: A review of District performance including progress, needs, and performance gaps
- ***Annual Update: An analysis of expected versus actual implementation and performance on annual measurable objectives as well as expected versus actual expenditures.***
- Stakeholder Engagement: A description of how, when and with whom consultation occurred as well as the impact of those consultations.
- Goals, Actions, and Services
- Demonstration of Increased or Improved Services for Unduplicated Students (English learners, economically disadvantaged, and foster youth).
- LCFF Budget Overview for Parents.

Actions/Services (Goal 1: Assess and Increase Academic Success)

- **Staff** ELD Specialists
- **Staff** Intervention Specialists and Course Sections
- **Staff** Summer Bridge Program
- Purchase Instructional Materials and Supplies
- Provide Extended Learning Opportunities
- **Staff** CTE and AP Course Sections at AHS
- **Staff** Visual and Performing Arts Program
- **Staff** Technology Personnel and Purchase Devices
- **Staff** a Districtwide Library Program
- Provide Professional Development
- Employee Recruitment and Retention

Salary/Benefits: **\$5,020,500**

Materials/Supplies: \$316,500

Other Services: \$40,000

Actions/Services (Goal 2: Support the Whole Child)

- **Staff** Attendance Program
- **Staff** 6-12th grade Counseling Services
- **Staff** Mental Health Specialists and Social Worker
- **Staff** Safe and Inclusive Schools Program
- **Staff** District Athletics Program
- **Staff** District Physical Education Program
- **Staff** Specialized Academic Counseling Program

Salary/Benefits: **\$3,094,500**

Materials/Supplies: \$7,000

Other Services: \$116,500

LCAP Actions/Services (Goal 3: Communicate and Lead Together)

- Provide Parent and Community Engagement
- **Staff** Clerical Support Staff
- Provide Facilities Improvement
- Provide Bond B and E Communication Services
- Improve Communication Methods

Salary/Benefits: **\$1,091,000**

Materials/Supplies: \$81,000

Other Services: \$60,000

LCAP Implementation Highlights

- **113: Support for K-5 English Language Arts Adoption (\$75,000)**
 - Expansion of School Wide Libraries
 - Professional Development and Grade Level Collaboration
- **114: Culturally Responsive Teaching Professional Development (\$25,000)**
 - Culturally Responsive Teaching and the Brain (Zaretta Hammond)
 - Tools for Tolerance (Sara Wicht)
 - Social Justice Mathematics and Core Coaching Network (Alameda County Office of Education)
- **152: Career Technical Education Programs (\$50,000)**
 - Equipment and Supplies
- **316: Implementation of ACT Recommendations (\$20,000)**
 - Challenge Day (AHS)
 - Trauma Informed Practices Professional Development (ACOE and Teaching Well)
 - Restorative Practices Professional Development (Alameda Unified School District)
 - Summer Bridge Programs (AMS and AHS)

LCAP Next Steps/Areas for Refinement

- **114, 246 and 316: Clarify Purpose and Expenditures for 1) Culturally Responsive Teaching PD, 2) Equity and Inclusion PD, and 3) ACT Recommendations**
 - Expend Supplemental funds allocated to Culturally Responsive Teaching prior to June 30 2019 (\$7,000)
- **133 and 134: English Learner Instructional Materials and Professional Development**
 - Expend Supplemental funds allocated to Instructional Materials (\$25,000)
 - Expend Supplemental funds allocated to Professional Development (\$30,000)
- **Action 2.4: Safe, Inclusive and Positive School Climate**
 - Implement metrics for systematic assessment of School Climate Actions/Services
- **Goal 3: Communicate and Lead Together**
 - Clarify goal focus areas



Local Control Accountability Plan Update

March 26, 2019

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES OF REGULAR MEETING (pending approval)
Tuesday, April 16, 2019
Albany City Hall
1000 San Pablo Avenue
Albany, CA 94706**

I. OPENING BUSINESS

A) Call to Order

President Kim Trutane called the meeting to order at 5:30 p.m.

B) Roll Call

- 1) **Board Members Present:** President Kim Trutane, Trustee Jacob Clark, Trustee Sara Hinkley, Trustee Clementina Duron, Vice President Brian Doss
- 2) **Staff Members Present:** Superintendent Valerie Williams; Cheryl Cotton, Director, Human Resources

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

Eric Paulovich, IT Network Administrator for Albany Unified School District, addressed the Board and submitted a letter (previously sent to all Board members on December 12, 2018) regarding the First Interim budget with regards to the Network Administrator position that is subject to being cut, and the need to maintain the position (see attached letter).

Dax Kajiwarra, IT Director, addressed the Board in support of the IT Network Administrator position to urge the Board not to cut it. Of all the times to be down a network administrator, this is the absolute worst time to do so, because of the buildings being constructed. He spoke about Mr. Paulovich's versatile role.

III. CLOSED SESSION: With Respect to Every Item of Business to be Discussed in Closed Session:

A) Pursuant to Government Code Section 54957.6:

- 1) Conference with Labor Negotiator (Superintendent Valerie Williams, District Representative), Regarding Negotiations as it Pertains to:
 - Albany Teachers Association (ATA)
 - California School Employees Association (CSEA)
 - Service Employees International Union (SEIU)

B) Pursuant to Govt. Code Section 54956.9:

- 1) Conference with Legal Counsel - Existing Litigation:
 - Philip Shen, et al. v Albany Unified School District

C) Pursuant to Govt. Code Section 11126(a)1:

- 1) Personnel Action:

- Notice of Release - Classified Employees
 - Appointment of Director III, Special Education/Student Services
- 2) Discussion of Employment of a Public Employee:
- Superintendent

IV. OPEN SESSION

A) Call To Order (Reconvene to Open Session)

President Trutane called the meeting to order at 7:18 p.m.

B) Roll Call

- 1) **Board Members Present:** President Kim Trutane, Vice President Brian Doss, Trustee Jacob Clark, Trustee Sara Hinkley, Trustee Clementina Duron, Student Board Member Michaela Weinstein, Student Board Member Audrey Mallah,
- 2) **Staff Present:** Superintendent Valerie Williams; Marie Williams, Assistant Superintendent, Educational Services; Cheryl Cotton, Director of Human Resources; Carrie Nerheim, Director I, Student Services
- 3) **Staff Excused:** Jackie Kim, Chief Business Official; Diane Marie, Director III, Special Education; Dax Kajiwarra, Director of Technology

C) Pledge of Allegiance

D) Reading of the AUSD Mission & Vision Statement and Meeting Norms

Student Board Member Audrey Mallah read the AUSD Mission and Vision statement, and Student Board Member Michaela Weinstein read the Meeting Norms of the Board of Education.

E) Report of Action Taken in Closed Session

In Closed Session, the Board took action to approve the layoffs of Classified employees per Education Codes: 45114, 45117, and 45308.

F) Approval of Agenda of April 16, 2019 Regular Board Meeting

- **Changes to Agenda:** Kim Trutane requested to pull the *Certificated Personnel Assignment Order & Classified Personnel Assignment Order* from the Consent Calendar.
- **Motion to approve the Agenda with this change:** Sara Hinkley
- **Second:** Student Board Member Michaela Weinstein
- **Result:** unanimously approved

G) Spotlight: Albany Children's Center

Anna Mansker, Director of the Albany Children's Center, showcased the Albany Children's Center 5-Star Rating. They scored a total of 34 out of 35 points, and joined the ranks of a very small group of Preschools in Alameda County to receive such a rating. Congratulations to Ms. Mansker and the Albany Children's Center!

H) Approval of Consent Calendar

1) Human Resources

- a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order (*pulled from Consent Calendar*)
- b) Memorandum of Understanding (MOU) for the Contra Costa County Office of Education (CCCOE) Teacher Induction Program

2) Curriculum, Instruction, and Assessment

- a) Overnight Field Trip: Marin Elementary School to Gillespie Youth Camp in Tilden Regional Park

3) Student Services

- a) Quarterly Report on Williams Uniform Complaints
- **Motion to approve the Consent Calendar (with the *Certificated Personnel Assignment Order & Classified Personnel Assignment Order* pulled):** by Jacob Clark
- **Second:** President Kim Trutane
- **Result:** unanimously approved

Superintendent Williams announced the new ***Director of Special Education/Student Services, Veronica Bedolla Michael***. Ms. Michael addressed the Board and community and stated that she is honored and privileged to serve Albany Unified School District.

President Trutane requested a ***motion to accept the Certificated Personnel Assignment Order & Classified Personnel Assignment Order***:

- **Motion:** by Sara Hinkley
- **Second:** Vice President Doss
- **Result:** unanimously approved

I) Board and Superintendent Reports

1) Superintendent Williams:

- Reported that she, President Kim Trutane, Student Board Member Michaela Weinstein, and ATA Co-President Patty Fujiwara attended the Rally for Education in Sacramento on April 3, 2019. She distributed flyers from the Alameda County Office of Education regarding public education funding, and stated that these would be sent to each elementary school to go home in the Friday folders of every student.
- Reported that seven (7) Albany Middle School Students were honored at the 15th Annual African American Student Achievement & Excellence Awards, an annual event by the African American Regional Education Alliances. The students recognized and honored were Cynthia Kamau, Nathaniel Mehari, Alice Privitera, Kenneth Stuart, Taj Thompson, Nikko West, and Robel Yared. Congratulations to these students!

2) President Kim Trutane:

- Announced that the Albany High School National Ocean Sciences Bowl Team won the national competition. The Team included Evan Zhong, Nathan Skinner, Ruby Tang, James Hort, and Maria-Sophia Fedyk.

3) **Vice President Brian Doss:** No report

4) **Trustee Jacob Clark:** No report

5) **Trustee Sara Hinkley:** No report

6) **Trustee Clementina Duron:** No report

J) Student Board Members' Report

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

Ocean View Elementary:

- Ocean View Temporary Housing Update will be held at 6:30 p.m. in the Library.

Marin Elementary:

- The Marin Midnight Basketball League is back for Adults. Basketball will be played on Monday nights from 8:00-10:00 p.m. at the Albany High School gym. Proceeds from the fee will go to the Marin PTA. Vice President Doss will be there.
- Parent Education Night will be held on April 14th. The topic is to be announced.

Cornell Elementary:

- Tomorrow, April 17th, is the last day to donate to the fundraiser "Pennies for Patients" for blood cancer through the Leukemia and Lymphoma Society.

All Elementary Schools:

- The all Elementary School Band Extravaganza will be at Albany High School at 7:00 p.m.
- SchoolCare will be hosting *Soulcare*, a fundraiser to mingle and sparkle, eat and greet, drink and dance. This event will take place on April 27th at 7:00 p.m. All proceeds from the event will benefit SchoolCare.

Albany Middle School:

- AMS Open House is coming up. Come see the wonderful work our middle schoolers have been creating.
- Middle school students attended the Middle School Movie Night over Spring Break on April 11th where they watched Napoleon Dynamite.

Albany High School:

- The Science Olympiad Team placed 5th out of 35 at state championships.

- Clubs will be selling food on Friday, April 19th for International Food Day.
- Tomorrow, Wednesday April 17th, students can attend the Community College Fair to learn about opportunities after high school.

K) Persons To Address the Board on Matters Not on the Agenda

Nery Castillo-MacIntyre addressed the Board:

- Announced the KDFC Playground Pop-ups Symphony will be held on Thursday, May 16th at Ocean View. It is free to the school. They will try to bring it to Marin and Cornell as well, if not this year then in the future.
- recommended that the District work with Facing History and Ourselves regarding issues of race, and equity; although he is not sure if they charge a fee.
- His daughter went to Albany Children's Center and had a wonderful experience.

L) Review And Action

1) Curriculum, Instruction, and Assessment

a) Board Policy 5144: Discipline

Marie Williams, Assistant Superintendent, Educational Services, brought this item to the Board for their review and approval. There was no discussion from the Board.

President Trutane stated that she would like to see the Board Policy Committee more involved in what policies the Board reviews.

- **Motion to approve Board Policy 5144:** by Jacob Clark
- **Second:** Student Board Member Audrey Mallah
- **Result:** unanimously approved

b) Overnight Field Trip: Albany High School Environmental Design Science Engineering And Technology Program (EDSET) To Mt. Tamalpais State Park, Alice Eastwood Group Campsite

Marie Williams, Assistant Superintendent, Educational Services, stated that this a routine request, just a different location than last year.

- **Motion to approve:** by Clementina Duron
- **Second:** Vice President Brian Doss
- **Result:** unanimously approved

2) Student Services

a) Memorandum of Understanding Between Alameda County Office of Education and Albany Unified School District for the Tobacco Use and Prevention Education (TUPE) Grant

Carrie Nerheim, Director of Student Services, reviewed the item as presented in the Agenda packet. There was no discussion from the Board.

- **Motion to approve:** by Clementina Duron
- **Second:** Vice President Brian Doss
- **Result:** unanimously approved

b) Board Policy 5117 (Interdistrict Attendance)

Carrie Nerheim, Director of Student Services, reviewed the materials in the board packet and addressed questions from the Board. Board discussed and then heard public comment.

Public Comment:

Miriam Walden, Albany High School teacher, stated that she supports Clementina Duron's idea of minimizing the restrictions to the minimum number of hours for anyone who works in Albany; agrees that we need to accept Interdistrict Transfer students for the perpetuity of their academic career, and to treat them fairly and indiscriminately. Defending against facilities overcrowding at the expense of the opportunity to educate students doesn't make sense.

Chris Knight, Albany High School/MacGregor High School teacher, stated that this there is also an implementation issue regarding interdistrict transfer students. The Board approved 30 new students to get into the high school next year, but there are only six (6) currently waiting to get in. The high school could use more support to get the word out that there are spots available.

Superintendent Williams stated that there is no deadline to apply, and parents can apply at any time. She also stated that she is working on a flyer that will be sent out to private schools in the area. President Trutane requested that NextDoor give Albany Unified School District an account, and stated that the flyer will be sent out to 16 schools within a 10 mile radius.

Jessica Cross spoke on behalf of the Budget Advisory Committee regarding the issue of continuity of education and relaxing the directive regarding elementary school interdistrict transfers.

Stephen Stewart, parent and Budget Advisory Committee member, stated that the idea is not to get rid of continuity; we are trying to do is to counterbalance genuine concern about getting the 30 high school transfer students and relaxing the standards to allow people in at elementary level.

Olga Miranda, parent, requested the Special Education updates be provided to the Board at least once a month as they were under the previous Board. She also stated her concern about the deficit in staff at middle school and high school for special education students, and the provisions of Special Education Supports and Services for interdistrict transfer students.

President Trutane stated for the record that the Special Education updates have been pushed back since January because of the crowded agendas, but they will be back on in May and June.

The Board recommended Staff to make the following changes to the 1st, 2nd, and 4th Priorities in Board Policy 5117:

1. Change 1st Priority

- Current Language: "Students whose parents/guardians are employees of the Albany Unified School District (must work .40 FTE or more)."
- Proposed Language: "Students whose parents/guardians are employees of the Albany Unified School District (must work a minimum of .25 FTE)"

2. Change 2nd Priority

- Current Language: “Students whose parents/guardians are employed by the City of Albany, (employed at least 20 hours a week)”
- Proposed Language: “Students whose parents/guardians are employed by the City of Albany, (employed at least 10 hours a week).”

3. Change 4th Priority:

- Current Language: “Students whose parents/guardians have been business owners/operators within the City of Albany for a period of at least 12 months prior to their application.”
- Proposed Language: “Students whose parents/guardians have been business owners/operators within the City of Albany for a period of at least 1 month prior to their application.”

To listen to the discussion in its entirety, please view the [April 16, 2019 BOE Video](#) (starting at 1:14). This item is under “Review and Action” on the agenda, but the item itself says “Review and Discussion” with no recommended action, so no action is required by the Board. This will come back to the Board under Review and Action at the April 30th meeting with the requested changes implemented. **Motion:** No motion was taken on this item.

3) Board of Education

a) *Stakeholder Input Report for Superintendent Search*

Bill Huyett and Nicole Anderson from McPherson & Jacobson, prepared and presented the final input report for the Board, which includes a broad summary of recurring themes and a comprehensive list of the input that they noted from each group. Mr. Huyett and Ms. Anderson reviewed the Executive Summary of the report that was provided in the [Addendum: Final Stakeholder Input Report for Superintendent Search](#).

- **Motion to approve:** by Sara Hinkley
- **Second:** Jacob Clark
- **Result:** unanimously approved

b) *Determine Stakeholder Panel for Superintendent Finalist Interviews*

The Board submitted a straw poll to vote on the panelist for the Superintendent Finalist interviews. Poll results were displayed at the meeting, and further discussed. The Board voted to approve the election of the following people to the panel.

STAKEHOLDER INTERVIEW PANEL FOR FINAL CANDIDATES (15 members)	
Composition	Selected
2 Administrators:	
- 1 Administrator from District Office (chosen by Executive Cabinet)	Cheryl Cotton
- 1 Administrator from School Site (chosen by School Sites)	David Hauptert

2 Classified (chosen by respective unions):	
- 1 CSEA	Renee Howley
- 1 SEIU	Mike Sherwood/Shawn Lucas
3 teachers (chosen by ATA union):	Kim Gray-Albany Middle School
	Miriam Walden-Albany High School
	Stephen Naiff-Marin Elementary School
1 AHS student (Board member):	Audrey Mallah
7 community members: (elected by the Board)	Yael Bloom
	Jenny Jones
	Colette West
	Nery Castillo-McIntyre
	Dorothe Piluso
	Doris Mitchell
	Lucy Wu

- **Motion to Approve the Stakeholder Panel selected:** by Jacob Clark
- **Second:** Sara Hinkley
- **Result:** unanimously approved

M) Need to Extend Meeting

- **Motion to extend the meeting until 10:15 p.m.** by Clementina Duron
- **Second:** Vice President Doss

N) Review And Discussion

1) Business Services

a) Food Service Program Overview and Elementary Breakfast Program

Superintendent Williams introduced Sabina Feinberg, Executive Chef/Food Services Director, and Clell Hoffman, former Executive Chef/Food Services Director, to discuss with the Board and answer any questions. There was no formal presentation aside from the information in the board agenda packet. The Board discussed at length, and decided on the following direction to Staff:

- 1) Create a survey with no more than 3 questions, get it out in 48 hours; give parents five days to respond.
- 2) Bring back to the Board: information on cost and logistics of breakfast program: what it will take to make it happen and how can we make it happen (not a proposal). It will be up to Staff

to develop the program. It will be brought back under Review and Action.

To listen to the discussion in its entirety, please view the [April 16, 2019 BOE Video](#) (starting at 2:55).

2) Superintendent

a) *Equity Goals Survey*

- **Motion to Table:** President Trutane
- **Second:** Jacob Clark
- **Result:** so moved

O) Extend Time of Meeting

- **Motion to extend the meeting until 10:40 p.m.:** by Jacob Clark
- **Second:** Clementina Duron

V. AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- Special Education Update as Staff Report
- Interdistrict Transfer as Review and Action
- Equity Goals Survey
- Elementary School Breakfast Program (Review and Action)

VI. ADJOURNMENT

The Board adjourned the meeting at 10:44 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
*April 29, 2019 SPECIAL BOARD MEETING - CLOSED SESSION FOR SUPERINTENDENT SEARCH	7:00 - 10:00 p.m.	Cornell Elementary School Library
April 30, 2019	7:00 - 9:30 p.m.	Albany City Hall

ATTACHMENT:

- 1) Letter to Board of Education from Eric Paulovich



First Interim Budget

Eric Paulovich <epaulovich@ausdk12.org>

Wed, Dec 12, 2018 at 2:15 PM

To: Kim Trutane <krutane@ausdk12.org>, Jacob Clark <jclark@ausdk12.org>, Brian Doss <bdoss@ausdk12.org>, Clementina Duron <cduron@ausdk12.org>, Sara Hinkley <shinkley@ausdk12.org>, Valerie Williams <vwilliams@ausdk12.org>

Dear AUSD Board members,

My name is Eric Paulovich and I am the father of 2 children who have gone through AUSD schools from Kindergarten and now at AHS. I am also the Network Administrator for the District, a position I have held for the last 5 years.

I'd like to start by saying thank you to all of you for jumping in last night and tackling the difficult Budget issue. I know the meeting went very late and I appreciate the time and energy that you put in. As the discussion turned towards dropping the projected cuts to meet 3% reserve (vs. 4%) and adding in new enrollments, I was optimistic that my position would be removed from the cuts. I was disheartened to see that it was not and I am writing to urge you to reconsider. With the change to 3% goal and increased revenue from new enrollments added to the budget, I firmly believe that the goal can be met while keeping the Network Administrator position.

There is a stated goal to keep the cuts away from the classroom and the learning experience for students. I believe that cutting the Network Administrator position will definitively have a negative impact for students, teachers, administration and staff. My duties touch all aspects of technology used in and out of the classroom throughout the District. I manage the technology that affects student Chromebooks, teacher and staff laptops, library and lab computers. The entire network, both wired and wi-fi, as well as all of our onsite systems that handle business critical services (user accounts, logons, email and Google Drive, printing, etc.) is my responsibility. I manage the security for District technology, including the Firewall, Content Filter, Backups and Video systems. New technology is also part of my duties, having implemented the District's recent switch to virtual servers and I am currently working on the set up and configuration of the new systems for the AMS Annex.

Every day I am onsite at the schools helping to resolve an issue for students, teachers and staff. As just a few examples from this past week, I've been able to troubleshoot student and staff logon issues, Wi-Fi connectivity problems for teachers, inability for a teacher to reach a necessary website and an urgent email issue for administration. I also work behind the scenes managing, maintaining and fixing the systems and network. Some examples from the last few weeks include resolving a District wide phone outage, a District wide network outage that affected Wi-Fi, email and internet connectivity, and investigating/resolving hacking of accounts.

Technology is not perfect and issues do happen. Technology is also used every day by teachers and students, administration and staff. With a Network Administrator who has intimate knowledge of District technology, any problems or outages can be dealt with immediately, and issues resolved or systems brought back up as quickly as possible. Do we want students unable to do their work, teachers unable to implement lesson plans, and staff unable to perform their duties because there isn't a Network Administrator to immediately address these technical issues?

I understand that this is a difficult process and cuts need to be made. But I urge you to reconsider the negative impact cutting the Network Administrator position would have. With the direction to add revenue from limited increased enrollment, a goal of 3% reserves, as well as my previously stated willingness to negotiate a reduced salary, take furlough days and/or increase my contribution to health benefits, I believe this can be accomplished.

Thank you for your time and reconsidering this matter.

With respect,

Eric Paulovich

AUSD Network Administrator

—

Eric Paulovich
Network Administrator
Albany Unified School District

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MINUTES OF REGULAR MEETING (pending approval)
Tuesday, April 30, 2019
Albany City Hall
1000 San Pablo Ave.
Albany, CA 94706**

I. OPENING BUSINESS

A) Call to Order

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

B) Roll Call

- 1) **Board Members Present:** President Kim Trutane, Vice President Brian Doss, Trustee Jacob Clark, Trustee Sara Hinkley, Trustee Clementina Duron
- 2) **Staff Members Present:** Superintendent Valerie Williams; Jackie Kim, Chief Business Official; Cheryl Cotton, Director of Human Resources

C) Identify Closed Session Pursuant to Agenda Section III Below

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

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

III. CLOSED SESSION: With Respect to Every Item of Business to be Discussed in Closed Session:

A) Pursuant to Govt. Code Section 11126(a)1:

- 1) Personnel Action:
 - Notice of Release - Classified Employees

B) Pursuant to Government Code Section 54957.6:

- 1) Conference with Labor Negotiator (Superintendent Valerie Williams, District Representative), Regarding Negotiations as it Pertains to:
 - Albany Teachers Association (ATA)
 - California School Employees Association (CSEA)
 - Service Employees International Union (SEIU)

IV. OPEN SESSION

A) Call To Order (Reconvene to Open Session)

President Trutane called the meeting to order at 7:12 p.m.

B) Roll Call

- 1) **Board Members Present:** President Kim Trutane, Vice President Brian Doss, Trustee Jacob Clark, Trustee Sara Hinkley, Trustee Clementina Duron, Student Board Member Michaela Weinstein, Student Board Member Audrey Mallah
- 2) **Staff Present:** Superintendent Valerie Williams; Jackie Kim, Chief Business Official; Marie Williams, Assistant Superintendent of Educational Services; Cheryl Cotton, Director of Human Resources; Dax Kajiwaru, Director of Technology; Diane Marie, Director III, Special Education; Carrie Nerheim, Director I, Student Services
- 3) **Staff Excused:** Diane Marie, Director III, Special Education

C) Pledge of Allegiance

D) Reading of the AUSD Mission & Vision Statement and Meeting Norms

Student Board Members Weinstein and Mallah read the AUSD Mission and Vision statement, and the Meeting Norms of the Board of Education.

E) Report of Action Taken in Closed Session

The Board took no action in Closed Session.

President Trutane also reported out from Closed Session at the April 29, 2019 Special Meeting:

The Board met in Closed Session to determine candidates for the position of Superintendent and determined the questions to be asked during the interview process.

F) Approval of Agenda of April 30, 2019 Regular Board Meeting

- **Motion to approve the Agenda:** by President Kim Trutane
- **Second: Hinkley**
- **Result: approved**

G) Recognition: *Resolution 2018-19-14: Teacher Appreciation Week*

Cheryl Cotton, Director of Human Resources, stated that May 6 -10, 2019 is Teacher Appreciation Week. She read the Resolution aloud and presented the certificate to Mr. Rich Ritchie, Albany Middle School teacher, on behalf of the Albany Teachers Association.

- **Motion to adopt and accept the Resolution** by President Kim Trutane
- **Roll Call Vote:** Ayes: 7; Nays: 0
- **Result:** Approved

H) Approval of Consent Calendar

1) Superintendent

- a) Minutes of the March 12, 2019 Regular Board Meeting

2) Human Resources

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

3) Curriculum, Instruction, and Assessment

- a) Obsolete Instructional Materials for Disposal
- b) Overnight/Outdoor Education Field Trip: Ocean View Elementary to YMCA Camp Campbell May 26-29, 2020
- c) Overnight/Outdoor Education Field Trip: Cornell Elementary to YMCA Camp Campbell May 26-29, 2020

4) Student Services

- a) Memorandum of Understanding between Contra Costa County Office of Education (CCCOE) and Albany Unified School District (AUSD) for the California Career Technical Education Incentive Grant (CTEIG)

5) Business Services

- a) March 2019 Warrant Report
- b) March 2019 Donation Report

- **Motion to approve the Consent Calendar:** by Sara Hinkley
- **Second:** Clementina Duron
- **Result:** unanimously approved

I) Board and Superintendent Reports

1) Superintendent Williams:

- Stated that there are two very important Assembly Bills pending but have moved on out of the Education Committee (Special Education Bill and the Muratsuchi Bill) and requested the community to continue to write legislators to pass these bills. Another bill regarding state bond money for facilities is still pending.

2) President Kim Trutane:

- Reported that last Friday, April 26th, there was a meeting of the University Village Association. She was unable to attend, but they did meet with Principal Georgeson of Ocean View Elementary School. One person emailed that they would like to lobby AC Transit for a bus line. President Trutane suggested that the Board agendaize a resolution to support this bus line.

3) Vice President Brian Doss: No report

4) Trustee Jacob Clark: No report

5) Trustee Clementina Duron: No report

6) Trustee Sara Hinkley: No report

7) Student Board Member Weinstein:

Commended and thanked Principal Ritchie and the Albany High School administration for sending an email out after the recent shooting in a synagogue. This acknowledgement meant a lot to many students.

J) Student Board Members' Report

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

Albany High School:

- Albany High School's Dance Department honors our "Heroes & Legends" with their Spring Dance Concert. Shows will be held on both Thursday and Friday this week.
- High school students have been working hard to prepare for their AP tests, which will begin on May 7th and end on May 17th.
- Spring sports teams such as baseball, softball, tennis and track & field are having their TCAL playoff games in the next couple of weeks- come out and support them to show your cougar pride!

Albany Middle School:

- Tickets are on sale now for the middle school's performance of "Once On This Island, Jr."
- The Black Parent Engagement Committee Meeting will be at AMS on May 7th

All Elementary:

- Today, April 30th, the Elementary Band Extravaganza provides an opportunity for Cornell students to show off their musical talent.
- May 15th Parent Info night at AMS.
- 2019 Gender Spectrum Conference and Professional's Symposium Registration is now open

Cornell Elementary:

- On May 5th the Girls on the Run Program will have their 5K finale
- On May 14th - 17th fifth grade students will spend time outdoors at Camp Campbell on their Outdoor Education Field Trip.
- On May 11th, Beach Party Auction will take place.

Ocean View Elementary:

- Thank you to the Ocean View PTA for putting on the Sock Hop.
- Congratulations to the Memory Book cover winners: 1st place for Siwoo Rhie from Mr. Coons class, and 2nd place for Sara Chik from Ms. Diez's class.
- On April 27th SchoolCare hosted SoulCare. Thank you SchoolCare for your help in our district!
- 5th grade Parent Puberty Ed Night was held on Monday April 15th

Marin Elementary:

- Students will be taking SBAC tests from Monday, April 15th - Friday, May 10th
- Family Match Night will be held on Wednesday, May 1st, 6:15 - 7:30 pm in the Marin Multi-Purpose Room

- Students will be showing off their moves at the Marin Dance Party on Friday, May 31st.

K) Persons To Address the Board on Matters Not on the Agenda

Nery Castillo-McIntyre addressed the Board regarding the process on votes that Student Board members provided for the Stakeholder Panel selection, and requested that Student Board Members votes be given more weight.

L) Review and Action

1) Human Resources

a) *Declaration of Need for Fully Qualified Educators*

Cheryl Cotton, Director of Human Resources, stated that this is an item that is brought to the Board annually.

- **Motion to approve:** by Clementina Duron
- **Second:** Sara Hinkley
- **Result:** unanimously approved

2) Student Services

a) *Board Policy 5117 (Interdistrict Attendance)*

Carrie Nerheim, Director of Student Services, reviewed the proposed changes in this policy from the last Board meeting (as proposed language that is in the Board meeting agenda packet).

The Board clarified that the change in Priority 1 should be “10 hours per week.”

Student Board Member Weinstein commented that it is important that we are transparent to the community about the process around interdistrict transfer students and that these students are valued just as much as Albany residents.

- **Motion to approve Board Policy 5117 as listed in the agenda packet, with the changes in 1st Priority to include 10 hours per week:** by Sara Hinkley
- **Second:** Clementina Duron
- **Result:** unanimously approved

3) Business Services

a) *Albany Unified School District Elementary Breakfast Program*

Superintendent Williams presented the results of a survey that was sent out to parents TK/K-4th grade, to determine their interest in a breakfast program. This survey was conducted, and there were 453 responses. The Board and Staff discussed the cost and logistics of implementing a breakfast program at the four (4) sites where TK/K-5 graders will be attending. The Board heard comments from the community regarding the type of breakfast.

- **Motion: Pilot the breakfast program at Albany Middle School Annex, Marin, and Cornell to run for the Fall Semester, with evaluation on the participation, logistics, and financial**

outcomes at the December 2019 Board meeting. District Staff Administrators will determine the nature of breakfast: by President Kim Trutane

Note: the Breakfast Program at Ocean View Elementary School will be maintained as is.

- **Second:** Sara Hinkley
- **Roll Call Vote:** Ayes: 7; Nays: 0; Abstain: 0; Absent: 0
- **Result:** approved unanimously

b) Contract With Bowen Electric for Albany High School Fire Alarm Repairs

Jackie Kim, Chief Business Official, reviewed the materials as presented in the board packet. The agenda item is listed as Review and Discussion, but it is indeed a Review and Action item. President Trutane stated that it is not the Board's wish to ratify contracts in arrears, but this is exceptional given that it is a safety issue. There was no discussion by the Board.

- **Motion to approve:** by Clementina Duron
- **Second:** Sara Hinkley
- **Result:** unanimously approved

c) Piggyback Contract with Southwest School and Office Supply for 21st-Century Furniture for the Albany Middle School Annex

Jackie Kim, Chief Business Official, reviewed the materials as presented in the board packet. The agenda item is listed as Review and Discussion, but it is indeed a Review and Action item.

- **Motion to approve:** by Sara Hinkley
- **Second:** Student Board Member Michaela Weinstein
- **Result:** unanimously approved

d) Appointment of Budget Advisory Committee Member

Jackie Kim, Chief Business Official, presented the Board with four (4) applications for 2 vacant seats in the Budget Advisory Committee. There is currently 1 position for a teacher representative and 1 position for a parent representative. The candidates for Parent Representative included: Drew DeFever, Luke Nickerman, Francois Nguyen. The candidate for Teacher Representative was Christopher Rigney at Albany Middle School. The Board voted on the Parent Representative position by writing their votes on paper and submitting them to Julie Sen, who then read them aloud. Votes received: 4 for Luke Nickerman; 1 vote for Drew DeFever.

- **Motion to appoint Luke Nickerman as Parent Representative and Christopher Rigney as the Teacher Representative:** by President Kim Trutane
- **Second:** Jacob Clark
- **Result:** unanimously approved

4) Board of Education

a) *Determine Alternates to the Stakeholder Panel for Superintendent Finalist Interviews*

After a brief discussion about the necessity of determining alternates and the amount of time it would take for the Board to do so, the Board decided to move on and take no action on this item.

- **Motion:** There was no motion on this item.

M) Review and Discussion

1) Business Services

a) *Budget Advisory Committee Report*

Jessica Cross, Stephen Naif, and Stephen Stewart, members of the BAC Committee, presented their *Phase I Report to Board of Education*, which was provided in the Board agenda packet.

The Board and Staff discussed the report. President Trutane stated that it is District Staff's initiative to act on items listed in Table 1.

To listen to this discussion in its entirety, please view the [April 30, 2019 BOE video](#) (starting at 2:07).

b) *Budget Reserve Policy*

- **Motion to Table:** Jacob Clark
- **Second:** Vice President Doss
- **Result:** approved unanimously

N) Need to Extend Meeting

The Board extended the meeting 15 minutes until 10:20 p.m.

- **Motion:** Jacob Clark
- **Second:** Vice President Doss
- **Result:** approved unanimously

O) Staff Reports

1) Student Services

a) *Promoting Safe, Supportive, and Collaborative Environments for All Students and Staff: Report on Albany High School Social-Emotional Learning/Social Justice (SEL/SJ) Competencies*

Carrie Nerheim, Director of Student Services, introduced Liz Reimueller, Assistant Principal of Albany High School, who presented the report for the Albany High School. See attached.

V. AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- Report on Interdistrict Transfer Student applications - Friday update
- Breakfast Program Evaluation for December 2019
- Budget Reserve Policy
- Update on Bills in the Assembly

- Later Start Times and Wellness Committee Report before end of the year - in June

VI. ADJOURNMENT

The Board adjourned the meeting at 10:20 p.m.

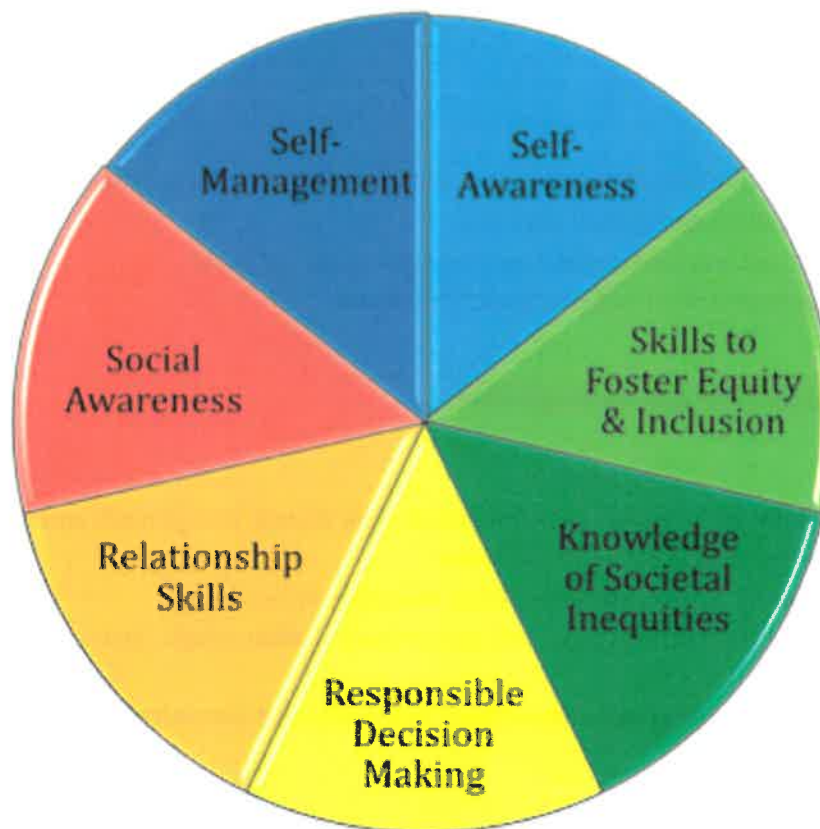
FUTURE BOARD MEETINGS

Date	Time	Location
May 14, 2019 <i>* Special Meeting: Work-Study Session on School Plans for Student Achievement - Elementary</i>	5:15-6:30 p.m.	Albany City Hall
May 14, 2019 Regular Meeting	7:30-10:00 p.m.	Albany City Hall
May 28, 2019 <i>* Special Meeting: Work-Study Session on School Plans for Student Achievement - Secondary</i>	5:15-6:30 p.m.	Albany City Hall
May 28, 2019 Regular Meeting	7:30-10:00 p.m.	Albany City Hall

ATTACHMENTS: *Albany Unified School District Social-Emotional Learning/Social Justice (SEL/SJ) Competencies*

**ALBANY UNIFIED SCHOOL DISTRICT
SOCIAL EMOTIONAL LEARNING and SOCIAL JUSTICE
COMPETENCIES**

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.



Supports AUSD's Strategic Plan - Objective #2: Support the Whole Child

Self-awareness

The ability to:

- identify one's own emotions, perceptions, thoughts, and values and how they influence behavior.
- become aware of the consciousness of our social identities, cultures, biases, stereotypes, prejudices, and perspectives.
- become aware of our internalized superiority and inferiority, and how we have internalized notions of the superiority of our dominant/privileged social identity groups and the inferiority of our subordinated/marginalized social identity groups.
- understand who we are and what we bring to relationships and situations.
- identify one's strengths and limitations, with a well-grounded sense of confidence, optimism, and a "growth mindset."

Self-management

The ability to:

- successfully regulate one's emotions, thoughts, and behaviors in different situations
- effectively manage stress and control impulses
- motivate oneself to set and work toward personal and academic goals
- develop organizational skills to achieve work/life balance

Social awareness/Understanding and Valuing Others

Ability to:

- demonstrate empathy for all people including those from diverse backgrounds and cultures.
- understand social and ethical norms for behavior
- utilize available family, school, and community resources and supports.
- appreciate the social identities, cultures, and worldviews of other people, their cultural influences, and how they intersect.
- recognize how other people express internalized superiority and internalized inferiority.

Relationship skills

Ability to:

- establish and maintain healthy and rewarding relationships with diverse individuals and groups
- listen well and communicate clearly
- engage in dialogue about social identities, diversity, and oppression issues
- resist and redirect inappropriate social pressure
- Embrace diversity, interact effectively, and work collaboratively with individuals from diverse backgrounds and in a range of situations
- offer help when needed

Knowledge of societal inequities

Ability to:

- understand the larger socio-political and historical context in which we belong and influence
- understand different forms of privilege, oppression and societal inequities and how these they affect people's experiences, opportunities, and access to social power
- appreciate the interlocking nature of different types of inequality and how they intersect in people's lives
- understand the history, ideology, and current manifestations of systemic inequalities and how they reinforce each other
- understand how different forms of oppression operate on interpersonal, cultural, institutional, and structural levels

Skills to foster equity and inclusion

Ability to:

- identify and address inequities and choose appropriate interventions to create environments, policies, and practices to ensure diversity and fairness
- develop skills for continual self-development, including for self-education, self-reflection, and personal change
- effectively respond to biased comments, address inequitable group dynamics, and create culturally inclusive work and learning groups
- develop skills for creating societal change by being able to work collaboratively with others to foster social justice
- develop skills to transform institutions such as being able to create, critically analyze, implement or advocate for organizational norms, policies and practices that are equitable and inclusive
- negotiate conflict constructively due to cultural differences and the dynamics of inequality

Responsible decision-making

Ability to:

- make constructive choices about personal behavior and social interactions based on ethical standards, safety concerns, and social justice norms
- evaluate the consequences of various actions, and consider the well-being of oneself and others
- effectively identify problems, analyze situations, and problem solve
- name and confront oppressive ideology, systems, and behaviors.
- remove barriers to equity and inclusion

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

MINUTES FOR REGULAR MEETING (pending approval)

Tuesday, May 14, 2019

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

Open Session: 7:30 p.m. - 10:15 p.m.

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

I. OPENING BUSINESS

A) Call to Order

President Kim Trutane called the meeting to order at 6:33 p.m.

B) Roll Call

- 1) **Board Members Present:** President Kim Trutane, Vice President Brian Doss, Trustee Jacob Clark, Trustee Sara Hinkley, Trustee Clementina Duron
- 2) **Staff Members Present:** Superintendent Valerie Williams; Marie Williams, Assistant Superintendent, Educational Services; Jackie Kim, Chief Business Official; Cheryl Cotton, Director of Human Resources

C) Identify Closed Session Pursuant to Agenda Section III Below

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

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

III. CLOSED SESSION: With Respect to Every Item of Business to be Discussed in Closed Session:

A) Pursuant to Govt. Code Section 11126(a)1:

- 1) Discussion of Employment and Appointment of a Public Employee (Superintendent):
 - Contract Negotiations (*15 mins.*)

B) Pursuant to Government Code Section 54957.6:

- 1) Conference with Labor Negotiator (Superintendent Valerie Williams, District Representative), Regarding Negotiations as it Pertains to:
 - Albany Teachers Association (ATA)
 - California School Employees Association (CSEA)
 - Service Employees International Union (SEIU)

IV. OPEN SESSION

A) Call To Order (Reconvene to Open Session)

The Board reconvened to Open Session at 7:48 p.m.

B) Roll Call

- 1) **Board Members Present:** President Kim Trutane, Vice President Brian Doss, Trustee Jacob Clark, Trustee Sara Hinkley, Trustee Clementina Duron
- 2) **Board Members Excused:** Student Board Member Michaela Weinstein, Student Board Member Audrey Mallah
- 3) **Staff Present:** Superintendent Valerie Williams; Jackie Kim, Chief Business Official; Marie Williams, Assistant Superintendent, Educational Services; Cheryl Cotton, Director of Human Resources; Diane Marie, Director III, Special Education
- 4) **Staff Excused:** Dax Kajiware, Director of Technology; Carrie Nerheim, Director I, Student Services

C) Pledge of Allegiance

D) Reading of the AUSD Mission & Vision Statement and Meeting Norms

Clementina Duron read the AUSD Mission and Vision statement, and Sara Hinkley read the Meeting Norms of the Board of Education.

E) Report of Action Taken in Closed Session

The Board took no action in Closed Session.

F) Approval of Agenda of May 14, 2019 Regular Board Meeting

- **Changes to Agenda:** President Kim Trutane received a request to move the Staff Report on Special Education on Agenda to be presented before Review and Action.
- **Motion to approve the Agenda with that change:** President Kim Trutane
- **Second:** Sara Hinkley
- **Result:** unanimously approved

G) Recognition: *Resolution 2018-19-15: Classified Employees Appreciation Week*

Cheryl Cotton, Director of Human Resources, read the Resolution aloud.

Mr. Dante Moseley, AUSD employee, received the Resolution on behalf of all classified employees.

- **Roll call vote to adopt the Resolution:** Ayes: 5; Nays: 0; Absent: 0; Abstain: 0
- **Result:** unanimously approved

H) Approval of Consent Calendar

1) Superintendent

- a) Board of Education Meeting Schedule for the 2019-2020 School Year

2) Human Resources

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

3) Curriculum, Instruction, and Assessment

- a) Marin Elementary School Overnight/Outdoor Education Field Trip: YMCA Camp Point Bonita

4) Special Education

- a) Independent Contractor Services Agreement Between Albany Unified School District and Anne MacMillan
- b) Master Contract Between Albany Unified School District and Bay Area Educational Institute
- c) Master Contract Between Albany Unified School District and A Better Chance School
- d) Master Contract Between Albany Unified School District and Bright Path Therapists

- **Adjustments to the Consent Calendar:** President Kim Trutane requested to move Marina Gonzalez off the Consent Calendar (*Certificated Personnel Assignment Order & Classified Personnel Assignment Order*)
- **Motion to approve the Consent Calendar with that change:** by Clementina Duron
- **Second:** Sara Hinkley
- **Result:** unanimously approved

Superintendent Williams announced that Cheryl Cotton, Director III of Human Resources, has resigned her position at Albany Unified School District. Superintendent Williams stated that the Director III position will not filled given the current budget constraints; but it will be downgraded to a Human Resources Coordinator position. To that end, she requested that Marina Gonzalez, Human Resources Technician at Albany Unified for 12 years, be promoted to Human Resources Coordinator. Ms. Gonzalez addressed the Board and thanked them for their consideration.

- **Motion to approve status change of Marina Gonzalez to Human Resources Coordinator:** by Kim Trutane
- **Second:** Brian Doss
- **Result:** Unanimously approved

I) Board and Superintendent Reports

1) Superintendent Williams:

- Presented a Budget Reductions Update Report (see attached).
- Update on Governor's Budget: there are some Assembly bills related to Special Education funding that are progressing; and a national bill to increase funding for Individuals with Disabilities Education Act (IDEA) is moving forward.
- The *Playground Pop-Up* Musical performance is at 9:45 a.m. on Thursday, May 16th at Ocean View Elementary School. Thanks to Nery Castillo-MacIntyre for bringing this.

2) President Kim Trutane:

- There was a final walk through of the Albany Middle School MS Annex on May 1st. Open House and Ribbon-Cutting ceremony will be held on June 8th. Official announcements will go out soon.

3) Vice President Brian Doss:

- The 4th grade class at Marin will be headed to Point Bonita tomorrow morning and will be there the rest of this week.

4) Trustee Jacob Clark: No report

5) Trustee Sara Hinkley:

- Day of Action Rally in Sacramento on Wednesday, May 22nd to demand more funding for public education. She stated that she will not be able to attend, but anticipates many teachers and students will be going.
- Cobrachella is Saturday, May 18th in the afternoon at Albany Middle School.
- Albany Middle School Drama Club will be presenting “Once On this Island, Jr.” May 16-19 in the Little Theatre at the High school.

6) Trustee Clementina Duron:

- She will be driving to the Day of Action Rally in Sacramento if anyone wants to carpool with her.

J) Student Board Members’ Report

Student Board Members were not in attendance; no report.

K) Persons To Address the Board on Matters Not on the Agenda

Nery Castillo-MacIntyre, AUSD parent, recognized AUSD Special Education Program Specialist, Brian Biggs.

Dante Moseley, AUSD employee, requested the Board reconsider the criteria for inter-district transfer students of AUSD employees.

Richard Ventura-Uhsmann, AUSD employee, submitted a petition requesting the Board override the Administration’s decision regarding Mr. Dante Moseley’s Interdistrict Transfer request for his children. A copy of the petition is attached at the end of these Minutes for the record.

L) Staff Reports

1) Special Education Report: *North Region Special Education Local Plan (SELPA) Area Update*

Diane Marie, Director III, Special Education, introduced Kathleen Marte, North Region SELPA Community Advisory Committee member representing the Albany Unified School District.

Ms. Marte shared her report with the Board. To listen to the report in its entirety, please view the [May 14, 2019 BOE Video](#).

M) Review and Action

1) Human Resources

a) *Resolution 2018-19-16: Reduction of Classified Services*

Cheryl Cotton, Director of Human Resources, reviewed this Resolution as presented in the Board packet.

- **Motion to approve *Resolution 2018-19-16: Reduction of Classified Services*:** by Sara Hinkley
- **Second:** President Kim Trutane
- **Roll Call Vote:** Ayes: 4; Nays: 0; Abstain: 1 (Jacob Clark); Absent: 0
- **Result:** approved

b) *Conduct a Public Hearing to Sunshine Negotiation Proposal from Albany Unified School District to California School Employees Association*

Board President Kim Trutane introduced this proposal from Albany Unified School District to California School Employees Association (CSEA). President Trutane Opened the Public Hearing and asked for public comment. Having no public comment, President Trutane closed the Public Hearing.

- **Motion to adopt the *Proposal from Albany Unified School District to California School Employees Association*:** by President Kim Trutane
- **Second:** Sara Hinkley
- **Roll Call Vote:** Ayes: 5; Nays: 0; Abstain: 0; Absent
- **Result:** unanimously approved

2) Business Services

a) *Albany Children's Center Preschool Rate Adjustment*

Jackie Kim, Chief Business Official, reviewed the materials in the Board packet. The proposed adjusted rate for 2019-2020 is \$200 per child, which will potentially generate \$38,400 in revenue each year based on the current enrollment of preschool students. To listen to the discussion of this in its entirety, please view the [May 14, 2019 BOE video](#) (at 56:12).

- **Motion to approve *Albany Children's Center Preschool Rate Adjustment*:** by Sara Hinkley
- **Second:** Clementina Duron (rescinded); then Jacob Clark seconded the motion
- **Roll Call Vote:** Ayes: 4; Nays: 1 (Brian Doss); Abstain: 0; Absent: 0
- **Result:** approved

N) Review And Discussion

1) Business Services

a) *Albany Unified School District Budget Reserve Practice*

Chief Business Official Jackie Kim reviewed the materials in the Board agenda packet. The 9% budget reserve is neither a resolution nor a policy; rather, it is just a practice that was adopted by a previous Board of Education.

The Board gave the following direction to Staff:

- Chief Business Official Jackie Kim will clarify with the Alameda County Office of Education that AUSD has no official Budget Reserve policy or resolution to maintain a 9% reserve.

Public Comment:

Alan Maris, Albany resident, addressed the Board and stated that he is concerned that the budget will disappear in a couple of years, and that the Board should look way ahead to solve the budget deficit problem and make increasing revenue a priority.

2) Superintendent

b) Albany Unified School District Solano Avenue Property

Superintendent Williams presented this as a preliminary discussion on the use of the AUSD-owned property on Solano Avenue in Albany. The property on 1200 Solano houses the AUSD Enrollment Center, and 1216 Solano Avenue is currently leased by the YMCA.

The Board and staff discussed the use of the property at 1216 Solano. President Trutane asked Juan G. Barroso, Managing Partner of Derivi Castellanos Architects and Makiko Sato, Principal Financial Advisor, Isom Advisors, to speak about how other districts are building projects and the different financial structures being used. The Board directed District Staff to revisit this item again in August and explore committee options.

Public Comment:

Allan Maris, Albany resident and member of Albany's Diverse Housing Working Group, announced a meeting regarding affordable housing in Albany on May 23 at 6:00 p.m. at the Community Center.

An Albany resident addressed the Board and suggested the Board invite someone from the Albany YMCA child-care programs, and/or people who would be affected by those programs, to speak about the property on Solano Avenue.

Superintendent Williams stated that she asked Juan G. Barroso and Makiko Sato to attend the Board meeting in the event that the Board had any questions about the financial and/or development aspects of this. She also stated that she did notify the YMCA Director that the Board would be discussing this item. Members of the Board clarified that this discussion was an extremely preliminary discussion to see if the Board wanted to even form a committee in the future to look into this idea. If a committee is formed in the future, public forums will be held for community input.

Mary D'Elia, Executive Director of the Albany YMCA, stated that she wanted to remind the Board that the YMCA has been in collaboration with Albany Unified School District for many years. They

use 1216 Solano for before and after-school childcare programs to serve the children of Albany Unified. They do not profit from this, they do it to serve the community.

3) Curriculum, Instruction, and Assessment

a) *Board Policy 5145.9 (Hate-Motivated Behavior)*

Marie Williams, Assistant Superintendent, Educational Services, addressed questions presented by the Board prior to the meeting and suggested revisions in the Board Policy and the Administrative Regulation. The Board agreed on revisions, and Assistant Superintendent Marie Williams stated that a final version of this, with all revisions, will be brought back to the Board on Consent at the May 28, 2019 meeting.

O) Staff Reports (continued)

1) Special Education Report: North Region Special Education Local Plan Area Update

See above. This was moved up on the Agenda.

2) Education Update: Local Control And Accountability (LCAP) Update

Marie Williams, Assistant Superintendent, Educational Services, briefly reviewed the materials presented in the board agenda packet, and stated that the main purpose to bring this to the Board at this time is to keep people abreast of the process as it progresses before the final LCAP is presented in June. Themes from last year are basically the same as last year, as listed in the packet (on page 215).

V. AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- Solano Avenue Property in August (Review and Discussion)
- Report from school psychologists regarding data on mental health supports at all schools in September
- Strategic planning process for next year to include a couple of issues related to student achievement and school climate
- Dante Moseley's student transfer request in Closed Session

VI. ADJOURNMENT

The Board adjourned the meeting at 10:18 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
May 28, 2019: Special Meeting: Work-Study Session on : School Plans for Student Achievement (SPSA) - Secondary	5:15 - 6:30 p.m.	Albany City Hall
May 28, 2019: Regular Meeting	7:30 - 9:30 p.m.	
June 11, 2019: Regular Meeting	7:00 - 9:30 p.m.	Albany City Hall
June 25, 2019: Regular Meeting	7:00 - 9:30 p.m.	Albany City Hall

ATTACHMENTS:

- 1) Superintendent's Report - Budget Reductions Update
- 2) Moseley petition submitted by Richard Ventura-Uhsmann

Superintendent's Report

Budget Reductions – Update

May 14, 2019

2017-2018 Budget Reductions

District Office Administration = \$259,000

- Eliminate *Supervisor of Maintenance & Operations*
Savings = \$175,000
- Reduce *Director III, Student Services* to *Director I*
Savings = \$48,000
- Reduce *Communications Manager/Executive Assistant to the Superintendent Position* to *Executive Asst. to the Supt.*
Savings = \$36,000

District-wide department budgets = \$125,000
(*technology, custodial, district office*)

Total Budget Adjustments = \$384,000

2019-2020 Budget Reductions

District Office Personnel

- Combine Special Education and Student Services departments
Eliminate one *Director* position
Savings = \$210,000
- Reduction of *HR Director III* to *HR Coordinator*
Savings = \$50,000 (new reduction)
- Eliminate *IT Network Administrator*
Savings = \$168,000
- Eliminate *Secretary II Educational Services* position
Savings = \$69,000

Total Budget Adjustments = \$497,000

2019-2020 Budget Reductions

School Site Personnel

- Eliminate *AHS Vice Principal*
Savings = \$180,000
- Eliminate Portion of *Library Techs 2.5FTE* (\$115,000) .65 FTE is district funded by parcel tax = Rest is paid by SchoolCARE = \$79,000
Savings = \$36,000
- Eliminate one *AHS Clerical*
Savings = \$37,000

Total Budget Adjustments = \$253,000

2019-2020 Budget Reductions

- **Phase out Teacher MacBooks/Phase in Chromebooks: \$40,000** (*In Progress*)
- **Materials & Supplies: \$106,275**
 - Eliminate Food for district-wide meetings = \$14,000
 - Materials & Supplies: Reduce site budget = \$61,725
 - 4 year student chromebook refresh = \$30,000
 - Physical Fitness Testing (go paperless) = \$550
- **Professional Development/Workshops/Materials/supplies = \$200,000**
- **Travel & Conferences:** Eliminate conferences that are non-essential for all AUSD staff.

Total Budget Adjustments = \$346,275

SUMMARY

BOARD APPROVED REDUCTIONS = \$1,046,275

ADDITIONAL REDUCTIONS: \$352,000

- Reduction of HR Director III to HR Coordinator
Savings of \$50,000
- Increase class size elementary (with combo classes) = 2 FTE
Savings of \$150,000
- Supplemental Early Retirement Program
Savings of \$152,000

TOTAL PLANNED REDUCTIONS = \$1,398,275

Petition to the Albany Unified School District Board of Education:

We, the undersigned, respectfully request the Albany Board of Education look into and override the Administration's decision to initially deny and now wait list the children of Dante Moseley for an inter-district transfer. The Board should immediately accept his children into the District under Priority Number One so that they may plan and prepare for their enrollment in August of 2019. Thank you.

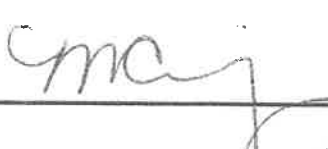

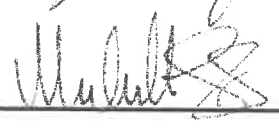
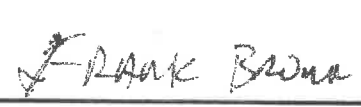


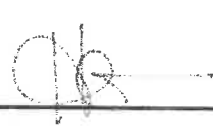


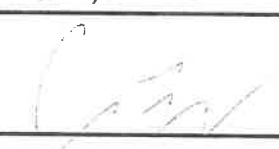

5/14/2019

Name	Signature	Stakeholder Community
Lynn Giblin	Lynn Giblin	Staff
Lara Renfeldt	Lara Renfeldt	Staff
Aliza Cohen	Aliza Cohen	Staff AHS Teacher
Hope Chevalier	H Chevalier	Staff
Monique Disniece		Staff
Phyllis Smith	Phyllis Smith	Staff
Sandra Samps	Sandra Samps	Staff
Samae Bouchentouf	Samae Bouchentouf	Staff
Pauline - McAlister	Pauline - McAlister	Staff AHS Teacher
Janet	Janet	Staff AHS Teacher
Kina Klyman	T. Klyman	Staff

Petition to the Albany Unified School District Board of Education:

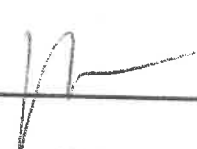



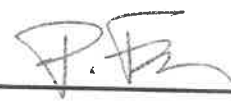
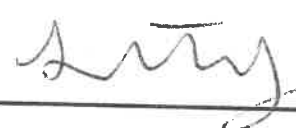
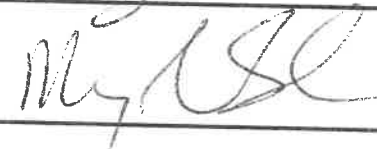
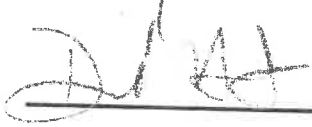

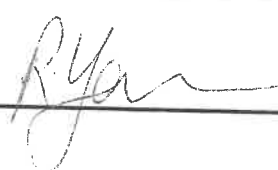
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5/14/2019

Name	Signature	Stakeholder Community
Meghann Curry		AHS teacher
Regina Napolitano		AHS student-teacher
Michelle Lau-Seim		AHS Teacher
Frank Brown		AHS TEACHER
Diane Francis		AHS teacher
David Blinn		AHS teacher
Hannah Edber		AHS teacher
Shayna Greenbaum		AHS teacher
Taylor Bradley		Paraeducator
Jared Law		AHS ^{AUSD} substitute
Leslie Tolman		AHS

Petition to the Albany Unified School District Board of Education:

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5/14/2019

Name	Signature	Stakeholder Community
Ryan Vickers		teacher
Donna Becker	 Donna Becker	Albany resident/teacher
Sean Morris		teacher
Math Rasband		teacher
Patricia Fyfe		teacher/albany resident
Denna Bretsky		library tech
Mary Ann Schine		librarian
David Hovest	 David Hovest	Albany resident
Al Baker		Albany resident
Rabia Yamazawa		Para Spec/Dire,

Petition to the Albany Unified School District Board of Education:

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5/14/2019

Name	Signature	Stakeholder Community
Mike Thomas	[Signature]	Education
Michael Gordon	[Signature]	para-professional

Diana Perkins	[Signature]	AMS Clerk
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Shenequa White	[Signature]	HMS Staff
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Leanne Howard	[Signature]	AMS Staff
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Wang Wang	[Signature]	
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Catherine Lawrence	[Signature]	SPE Teacher
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James Lawrence	[Signature]	Accepted?
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[Signature]	[Signature]	Principal
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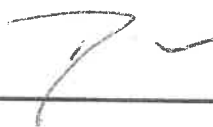
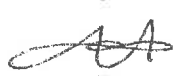
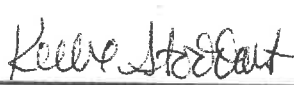
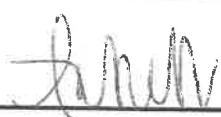




[Signature]	[Signature]	Principal
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[Signature]	[Signature]	Principal
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Really!
Could Don

Petition to the Albany Unified School District Board of Education:

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5/14/2019

Name	Signature	Stakeholder Community
Richard Victor Obamas		Teacher
Caroline Macarub		Teacher
Kellie Stoddert		Teacher
Amber Dixon		Teacher
Rebecca Ann Williams		Teacher
Carla Jordan-Swan		Teacher
Nancy Henderson		Teacher
Nancy Morgan		Teacher

Petition to the Albany Unified School District Board of Education:

We, the undersigned, respectfully request the Albany Board of Education look into and override the Administration's decision to initially deny and now wait list the children of Dante Moseley for an inter-district transfer. The Board should immediately accept his children into the District under Priority Number One so that they may plan and prepare for their enrollment in August of 2019. Thank you.

5/14/2019

Name

Signature

Stakeholder Community

Rich Ritchie  Teacher-RSP

Linam Walden  Teacher-AHS

Emily Surowitz  Teacher-AHS

 Rosy Valdez-Soto  Teacher AHS

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5/14/2019

Name

Signature

Stakeholder Community

Rachel Hubbard



staff

AHS Teacher

Cynthia Mansourian



Staff

AHS Teacher

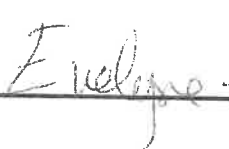
Karen Detlast



Staff

ATH

Wendy Mann



staff

Personnel Assignment Order: Pending Approval

BOE Meeting: 5/28/2019

Class: Certificated

Category: New Hire

Position	Name	Site	FTE/Amt	Effec Date	End Date	Action	Funding
Teacher, School Age	Carrillo, Arlene	ACC	1.00	8/23/2019		Approve	ACC
Teacher	Castrillon, Holly	MA	1.00	8/23/2019	6/12/2020	Approve	GF
Program Specialist	Dourado, Naiade	SE	1.00	7/1/2019	6/30/2020	Approve	GF
Assistant Principal	Floresca, Catherine	AMS	1.00	7/1/2019		Approve	GF
School Psychologist	Jacobs, Krystal	SE	1.00	7/1/2019	6/30/2020	Approve	GF
Teacher	McManus, Laura	MA	1.00	8/23/2019	6/12/2020	Approve	GF
School Psychologist	Morgan, Laura	SE	1.00	7/1/2019	6/30/2020	Approve	GF
Summer School Principal	Pfohl, Melisa	MA	\$6,000.00	6/21/2019	7/19/2019	Approve	GF
Librarian	Scheuer, Mary Ann	AHS	1.00	8/23/2019	6/12/2020	Approve	GF
Teacher, Art Enrichment	Seevak, Allison	OV	\$36.83/hr	5/10/2019	6/14/2019	Approve	GF

Category: Leave

Position	Name	Site	FTE/Amt	Effec Date	End Date	Action	Funding
Teacher	Bradley, Mary Jo	AHS	0.80	7/1/2019	6/30/2020	Approve	
Teacher	Valadez-Soto, Rosiana	AHS	1.00	7/1/2019	6/30/2020	Approve	

Category: Separation of Service

Position	Name	Site	FTE/Amt	Effec Date	End Date	Action	Funding
Teacher	Chang, Kyujung Stephanie	CO	0.55	5/3/2019		Approve	
Teacher	Leslie-Hayes, Sarah	AMS	1.00	6/30/2019		Approve	

Class: Classified

Category: New Hire

Position	Name	Site	FTE/Amt	Effec Date	End Date	Action	Funding
Custodian	Howard, Amazaray	ACC	1.00	5/20/2019		Approve	ACC

Category: Separation of Service

Position	Name	Site	FTE/Amt	Effec Date	End Date	Action	Funding
Para-educator, Special Education	Salman, Hala	ACC	0.533	8/1/2019		Approve	
Para-educator, ACC	Salman, Hala	ACC	0.367	6/14/2019		Approve	

Class: Uncompensated Service**Category: Volunteer**

<i>Position</i>	<i>Name</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
	Co, Francine			5/29/2019			
	Weeby, Ann			5/29/2019			

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

**Work-Study Session
May 28, 2019**

**ITEM: SCHOOL PLANS FOR STUDENT ACHIEVEMENT:
CORNELL ELEMENTARY SCHOOL, MARIN ELEMENTARY
SCHOOL, AND OCEAN VIEW ELEMENTARY SCHOOL**

**PREPARED BY: MARIE WILLIAMS
ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES**

TYPE OF ITEM: CONSENT

PURPOSE:

The purpose of this item is for the Governing Board to approve the School Plans for Student Achievement for Cornell, Marin and Ocean View Elementary Schools.

BACKGROUND INFORMATION:

School Plans for Student Achievement are a required part of school planning that must be developed in conjunction with the School Site Council and approved on an annual basis by the district's governing board.

DETAILS:

The attached School Plans for Student Achievement were discussed during a work-study session on May 14, 2019.

FINANCIAL INFORMATION:

Funds allocated to school sites through the Consolidated Application and Reporting System (CARS) and supplemental funds allocated to sites through the Local Control and Accountability Plan are included in the School Plans for Student Achievement. Additionally, each school site is allocated discretionary funds and restricted state lottery funds. Discretionary funds can be used for any educational purpose; restricted lottery funds may only be used for instructional materials and supplies. Site funds are allocated based on projected student enrollment at each school site. For the 2019-2020 school year, in order to address the District's structural deficit, site discretionary budgets will be reduced by 10%.

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: APPROVE THE SCHOOL PLANS FOR STUDENT ACHIEVEMENT FOR CORNELL, MARIN, AND OCEAN VIEW ELEMENTARY SCHOOLS.

School Year: **2019-20**

School Plan for Student Achievement (SPSA) Template

The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

The purpose of the SPSA is to increase the overall effectiveness of the school program by crafting a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement.

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. The SPSA provides schools with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement.

School Name	Cornell Elementary School
Address	920 Talbot Avenue Albany, CA 94706
County-District-School (CDS) Code	01-61127-6090161
Principal	Heather Duncan
District Name	Albany Unified School District
SPSA Revision Date	April 25, 2019
Schoolsite Council (SSC) Approval Date	April 25, 2019
Local Board Approval Date	

In the pages that follow, please describe the school's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs.

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School Vision and Mission

School Mission Statement

At Cornell Elementary School, our mission is to create a community of self-sufficient, life-long learners who are cooperative, respectful, and responsible.

School Vision Statement

We support the district's mission, values and beliefs by:

- Offering a safe and supportive learning environment that allows all of our students to thrive in their academic achievement and social-emotional growth.
- Valuing the diversity of our population, embracing the unique qualities of each student, and building students' understanding and acceptance of these differences between one another.
- Targeting our work to ensure that our students have a deep understanding of the essential knowledge and skills taught at their grade level, develop critical thinking skills, produce high quality work, are adept at applying their learning, and are thoughtful, caring members of our community.

School Profile

Cornell Elementary School is part of the Albany Unified School District in Albany, California, a small community located in the San Francisco East Bay Area. Albany schools serve a large number of families from all over the world, many through their connection to University of California, Berkeley.

The strength of our school lies with our staff and parent community. Our teaching faculty is comprised of highly-qualified, fully-credentialed teachers who offer focused instruction and design rigorous academic curricula based on the California State Standards. The partnership between our school, Cornell families, and our community allows us to effectively support our students, staff, and instructional programs. Parent support at Cornell is remarkable. Our school community benefits greatly from the volunteer and financial support provided by our parents and local community.

There are approximately 550 students currently enrolled at Cornell School. The school serves students in kindergarten through 5th grade, with 23 general education and 2 special education classrooms on campus. The general education classrooms have a student range of 21 to 28 students. Additional teachers and staff serve students in need of reading and math Intervention, English language development, speech and language, special education resource instruction, adapted physical education, occupational therapy, and mental health counseling services.

Students at Cornell School receive a core academic curriculum based on California State Standards. To develop focus on the whole child, our faculty provides learning experiences to foster students' social and emotional growth. Cornell teachers differentiate their instruction to meet the individual learning needs of their students, thereby helping all students to make progress towards mastery of learning goals. Kindergarten students participate in library and physical education each week. 1st-5th grade students participate in library, physical education and music classes each week, and 4th-5th grade students also participate in science classes each week, all of which are taught by credentialed teachers. Through the Albany Elementary Giving Campaign, K-5 students are offered additional enrichment activities, such as dance, music, performing arts, chess, and poetry during the school day. Additionally, both before and after-school enrichment opportunities are provided on-site to those families that enroll.

Approximately 19% of our students are English learners and 15% of our students are identified as socioeconomically disadvantaged. With close to 30 different languages spoken, our students are provided wonderful opportunities for cultural dialogue with a rich multi-cultural foundation on which to build a life-long appreciation of diversity. Cornell is proud to be an inclusive and welcoming school.

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

The process for developing our Site plan includes engaging stakeholders at various levels. School Site Council meets regularly to review programs, discuss school performance and make suggested revisions for continued planning. At PTA meetings, parents learn about various aspects of the school plan, particularly around school progress and programs. Staff regularly discusses site plan goals, next steps, and areas for further reflection. The staff leadership team, comprised of representatives from each grade level, regularly meets to gather and give input on school improvement plans, as comprised in the school site plan. Lastly, regular communications are sent out to the school community to support sharing out about school plans and progress related to programs and teaching and learning initiatives.

School and Student Performance Data

Student Population

This section provides information about the school's student population.

2017-18 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
553	15.0%	19.3%	This is the percent of students whose well-being is the responsibility of a court.
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2017-18 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	107	19.3%
Homeless	1	0.2%
Socioeconomically Disadvantaged	83	15.0%
Students with Disabilities	37	6.7%

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	10	1.8%
Asian	169	30.6%
Filipino	10	1.8%
Hispanic	64	11.6%
Two or More Races	97	17.5%
White	167	30.2%

School and Student Performance Data

Overall Performance

2018 Fall Dashboard Overall Performance for All Students

Academic Performance

English Language Arts



Mathematics



English Learner Progress



Academic Engagement

Chronic Absenteeism



Conditions & Climate

Suspension Rate



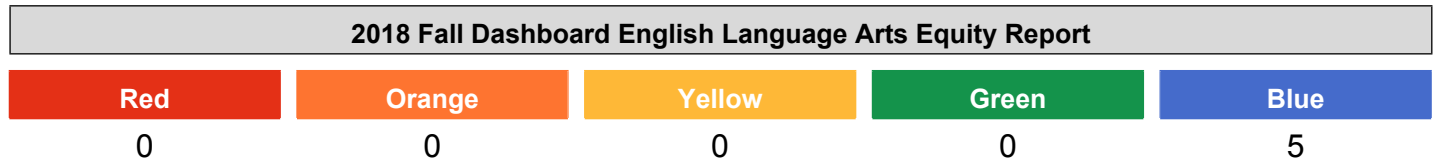
School and Student Performance Data

Academic Performance English Language Arts







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard English Language Arts Performance for All Students/Student Group		
All Students  Blue 74.6 points above standard Increased 22.1 points 280 students	English Learners  Blue 62.7 points above standard Increased 15.5 points 79 students	Foster Youth  No Performance Color 0 Students
Homeless  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1 students	Socioeconomically Disadvantaged  Blue 40.2 points above standard Increased 31 points 42 students	Students with Disabilities  No Performance Color 5.5 points below standard Increased 48.5 points 26 students

2018 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American	American Indian	Asian	Filipino
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 6 students	 No Performance Color 0 Students	 Blue 73.7 points above standard Increased 23.9 points 95 students	 No Performance Color 0 Students
Hispanic	Two or More Races	Pacific Islander	White
 No Performance Color 46 points above standard Increased 39.1 points 29 students	 Blue 76.4 points above standard Maintained 2.8 points 50 students	 No Performance Color 0 Students	 Blue 80.7 points above standard Increased 17.5 points 97 students

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2018 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
0.7 points below standard Increased 16.3 points 33 students	108.1 points above standard Increased 26.2 points 46 students	78 points above standard Increased 25.3 points 190 students

Conclusions based on this data:

- Overall, for all reported groups we scored in the highest performance levels possible (blue). We are very pleased with this progress.
- We made significant progress in all areas, both overall and in specific subgroups, with the exception of students identified as Two or More Races. The performance of students identified as Two or More Races is still excellent at 76.4 points above the minimum standard required for meeting standards.
- In conclusion, Cornell continues to work with intervention and classroom staff around identified specific learners needing additional support. We meet regularly to analyze and discuss student performance and to determine areas for growth, utilizing a variety of multiple measures for review. We continue to monitor areas where persistent achievement gaps have existed in the past yet are not reflected in this data. We do that, again, by reviewing data student by student.

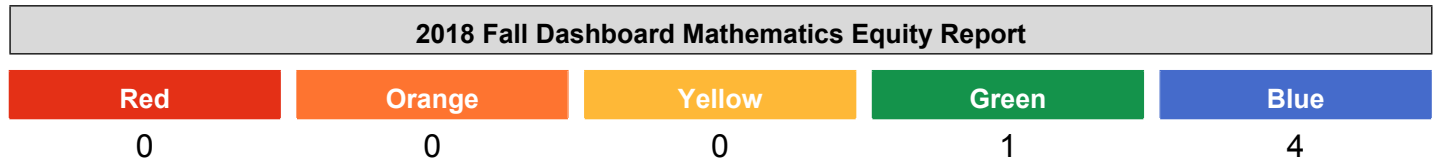
School and Student Performance Data

Academic Performance Mathematics







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard Mathematics Performance for All Students/Student Group		
All Students  Blue 53.1 points above standard Increased 12.4 points 278 students	English Learners  Blue 56.1 points above standard Increased 3.4 points 78 students	Foster Youth  No Performance Color 0 Students
Homeless  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1 students	Socioeconomically Disadvantaged  Blue 40.9 points above standard Increased 30.1 points 41 students	Students with Disabilities  No Performance Color 15.5 points below standard Increased 41.1 points 26 students

2018 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 6 students	American Indian  No Performance Color 0 Students	Asian  Blue 66.2 points above standard Increased 7.6 points 94 students	Filipino  No Performance Color 0 Students
Hispanic  No Performance Color 18.1 points above standard Increased 31.9 points 29 students	Two or More Races  Green 49.1 points above standard Declined -5.9 points 50 students	Pacific Islander  No Performance Color 0 Students	White  Blue 53 points above standard Increased 8 points 96 students

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner 22.2 points above standard Increased 7.6 points 33 students	Reclassified English Learners 81 points above standard Increased 7.6 points 45 students	English Only 49.3 points above standard Increased 15.2 points 189 students
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Conclusions based on this data:

- Overall, the growth in mathematics is not as significant as in English language arts. This evidence has been a pattern over time for most or all schools. Our mathematics curriculum requires strong academic language and use of language to show mastery of content. We continue to show strong performance in all areas, with a slight decline in students identified as Two or More Races.
- We demonstrated an increase in performance in all areas with the exception of students with two or more races. While all groups continue to perform above standard, there was a slight decrease in one subgroup. There was a significant increase in socioeconomically disadvantaged, Hispanic, and students with disabilities. The importance of this is that these three groups have historically shown gaps in achievement.
- In conclusion, Cornell continues to work with intervention and classroom staff around identified specific learners needing additional support. We meet regularly to analyze and discuss student performance and to determine areas for growth, utilizing a variety of multiple measures for review. We continue to see monitor areas where persistent achievement gaps have existed in the past yet are not reflected in this data. We do that, again, by reviewing data student by student.

School and Student Performance Data

Academic Performance English Learner Progress

This section provides a view of the percent of students performing at each level on the new English Language Proficiency Assessments for California (ELPAC) assessment. With the transition ELPAC, the 2018 Dashboard is unable to report a performance level (color) for this measure.

2018 Fall Dashboard English Language Proficiency Assessments for California Results				
Number of Students	Level 4 Well Developed	Level 3 Moderately Developed	Level 2 Somewhat Developed	Level 1 Beginning Stage
104	68.3%	13.5%	6.7%	11.5%

Conclusions based on this data:

1. This is the first year where we are provided with data from a new assessment (ELPAC) and it provides us with baseline data. Our baseline also shows that nearly 70% our own English learners are performing in the well-developed category.
2. The importance of students performing in well-developed is that these students have met the ELPAC reclassification criterion and can be considered for reclassification based on their performance in other locally determined areas (report card, standardized test scores, parent consultation).
3. In conclusion, Cornell continues to work with intervention and classroom staff around identified specific learners needing additional support. Specifically we have designated staff working with English learners on our intervention team. They bring individual student data to the team for review and we regularly analyze long-term progress of these students to monitor the potential of them becoming long-term English learners. We progressively elevate support for students at-risk.

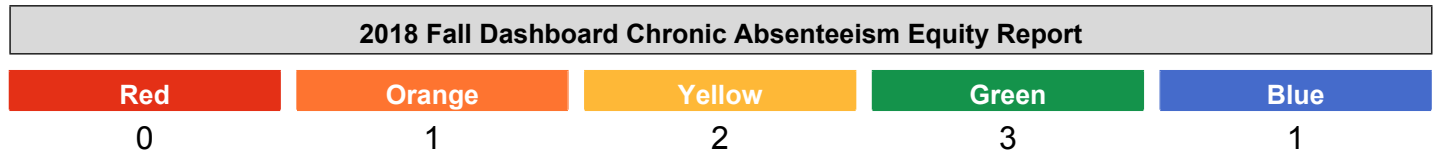
School and Student Performance Data

Academic Engagement Chronic Absenteeism







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2018 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
All Students  Yellow 3% chronically absent Increased 0.7% 565 students	English Learners  Blue 2.3% chronically absent Maintained 0.2% 128 students	Foster Youth  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 students
Homeless  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1 students	Socioeconomically Disadvantaged  Orange 7.4% chronically absent Increased 1.5% 95 students	Students with Disabilities  Green 4.3% chronically absent Declined 1.7% 47 students

2018 Fall Dashboard Chronic Absenteeism by Race/Ethnicity

African American  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 10 students	American Indian  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 students	Asian  Yellow 3.2% chronically absent Increased 1.4% 187 students	Filipino  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 10 students
Hispanic  Yellow 4.7% chronically absent Increased 3.1% 64 students	Two or More Races  Green 2.6% chronically absent Declined 2.7% 117 students	Pacific Islander  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 students	White  Green 2.3% chronically absent Increased 0.8% 177 students

Conclusions based on this data:

1. This is the second year of looking at chronic absenteeism as a measure of school performance. The data is helpful to us as we determine ways to intervene in student progress.
2. The area of concern for Cornell is primarily socio-economically disadvantaged and needs to be reviewed. In addition, while Hispanic students attendance increased.
3. As the district and site continues to monitor attendance, procedures for intervention need to be more rigorous and consistent. The leadership and site teams welcome opportunities to collaborate on potential interventions. At the site level, our intervention team includes attendance data in our review of individual students and site leadership is actively communicating and meeting with families of concern. Personal connection with families is a main goal for staff in an effort to build rapport, safety, and improvement. And finally, specific clerical staff designated in the area of attendance has been instrumental in our progress.

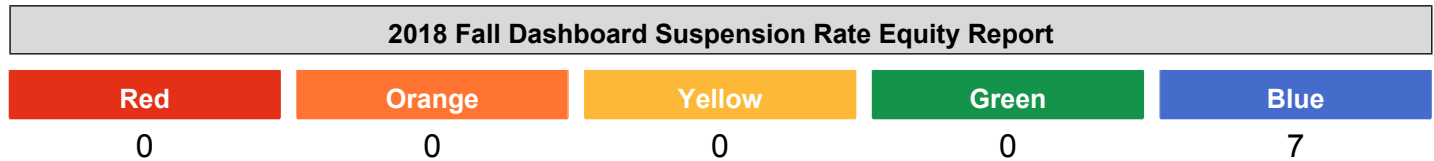
School and Student Performance Data

Conditions & Climate Suspension Rate







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2018 Fall Dashboard Suspension Rate for All Students/Student Group		
All Students  Blue 0% suspended at least once Declined -0.9% 580 students	English Learners  Blue 0% suspended at least once Maintained 0% 132 students	Foster Youth  No Performance Color 0 Students
Homeless  No Performance Color Less than 11 Students - Data Not 1 students	Socioeconomically Disadvantaged  Blue 0% suspended at least once Declined -2.9% 98 students	Students with Disabilities  Blue 0% suspended at least once Declined -6% 49 students

2018 Fall Dashboard Suspension Rate by Race/Ethnicity

African American  No Performance Color 0% suspended at least once Maintained 0% 11 students	American Indian  No Performance Color 0 Students	Asian  Blue 0% suspended at least once Declined -0.6% 192 students	Filipino  No Performance Color Less than 11 Students - Data 10 students
Hispanic  Blue 0% suspended at least once Declined -3.2% 67 students	Two or More Races  Blue 0% suspended at least once Declined -1% 122 students	Pacific Islander  No Performance Color 0 Students	White  Blue 0% suspended at least once Declined -0.5% 178 students

This section provides a view of the percentage of students who were suspended.

2018 Fall Dashboard Suspension Rate by Year

2016	2017	2018
1.1% suspended at least once	0.9% suspended at least once	0% suspended at least once

Conclusions based on this data:

- Overall, our suspension rate is extremely low. While suspension is considered an intervention in progressive discipline, it is not the first option considered at the site. We have a variety of interventions to support social/emotional progress and we rely on suspending students as a last measure for consequence.
- The student groups with the greatest declines in suspension are: Hispanic and students with disabilities.
- Cornell continues to work on practices and procedures for wrap-around service when a student's behavior is severe, persistent, or elevating over time. The intervention team considers and values behavior needs as relevant any other areas of academic need. They are considered equal in need. However, the social/emotional interventions available through, in particular, general education are lacking in depth and staffing. Specifically, at the elementary sites it would typically be considered the principal's role to intervene with these types of needs and our team continues to challenge that viewpoint as we work together. An example would be in our value for the need to provide restorative justice, social emotional instruction, and time to learn and grow as a staff through professional development.

Goals, Strategies, & Proposed Expenditures

Goal 1

Subject

ENGLISH-LANGUAGE ARTS

Goal Statement

All students will demonstrate growth.

1. The number of students exceeding or meeting standards will remain the same or increase.
2. We will maintain or increase the percentage of students scoring at grade level performance. 90% of all students, including all subgroups, will be expected to perform at grade level. In the cases where student groups are under-performing these levels, targeted and explicit instruction will be designed for in or out-of-class intervention.

LCAP 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.

Basis for this Goal

1. CA Assessment of Student Performance and Progress 2017-2018 English-language Arts data

Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
California Assessment of Student Performance and Progress (CAASPP)	82% of all students met or exceeded standards	We will increase overall and student group performance by 2%

Planned Strategies/Activities

Strategy/Activity 1

Consistent use of assessments will inform us of our students' understanding of concepts, drive instructional decisions, and offer means for dialogue about teaching practices and student progress. Staff will use lists of current students, lists of students newly enrolled in AUSD, lists of students identified for targeted intervention support.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 2

Provide professional development and implementation of CCSS curriculum materials as curriculum and trainings pertain to individual, site, and district needs. Staff will utilize the cross-site collaboration agendas and notes, CCSS-aligned lessons/units.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrator, District Staff

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 3

3. Evaluate and prioritize our Language Arts curriculum needs to determine what additional materials should be considered for purchase in order to further align classroom materials with CCSS. Staff will utilize grade level meeting notes, student achievement data, and resources related to CCSS curriculum materials.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Grade Level Teams, Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 4

Provide weekly opportunities for teachers to partner in collaborative discussions. During this time they will have opportunities to reflect on student learning and assessment data, to plan for both short and long-term units and lessons, to deepen knowledge of curriculum, and to engage in professional development as a team. Staff will utilize grade level meeting notes, cited changes and improvements in instructional strategies as evidenced by lesson plans, observations and walk-throughs resulting in increasing student proficiency levels

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Grade Level Teams, Site Administrators

Proposed Expenditures for this Strategy/Activity**Strategy/Activity 5**

Provide regular professional development opportunities for teachers with the implementation of CCSS in Language Arts. We may use a professional text, areas of staff interest or student need, district-wide focus, whole group, or small group to guide site-based professional development

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrators, District Staff

Proposed Expenditures for this Strategy/Activity**Strategy/Activity 6**

Provide teachers opportunities to build leadership capacity in helping to plan and facilitate professional development focused on CA State Standards in Language Arts.
Staff will monitor the calendar for planned and executed professional development during weekly meetings, cross-site meeting agendas, and release professional days, changes and improvements in instructional strategies as evidenced by lesson plans, observations, walk-through, meeting notes resulting in increasing student proficiency levels

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrator, District Staff

Proposed Expenditures for this Strategy/Activity**Strategy/Activity 7**

Offer two release collaboration days to grade level teams to collaborate, plan instruction, discuss common instructional practices and assessments, and align their work across the grade level to the state standards. Two collaboration days offered for intervention staff to meet. (27 teachers) Staff will utilize grade level meeting agendas and minutes, samples

of common assessments, student achievement results from common assessments. Additionally, 6 days planned sub days for release and/or coverage provided for a combination class and 8 days allocated for additional proctoring and make-ups during CAASPP testing (74 days total)

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Grade level teams and Site Administrator

Proposed Expenditures for this Strategy/Activity

Amount	12,500
Source	General Fund
Budget Reference	1000-1999: Certificated Personnel Salaries

Strategy/Activity 8

Offer one release day during the school year to grade level teams to focus on assessment. Teachers will work with students to assess their skills as well as analyze student work. Kindergarten teachers will be offered two days and SPED classroom teachers three. (35 days total)

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Grade Level Teachers and Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 9

Provide regular professional development opportunities for teachers with the implementation of CCSS and provide opportunities for teachers to develop their leadership capacity in helping to plan and facilitate these sessions. Staff will monitor the calendar for planned sessions.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrators, and District Staff

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 10

Provide systems, structures, and funds for purchase of identified materials needed for differentiated instruction.

1. Classroom Subscriptions
2. New teacher set up
3. Classroom supplies for K-5 (allotment)
4. Instructional supplies (general supplies)
5. Math intervention program (DreamBox)

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Principal and PTA

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 11

Monitor and track at-risk students through implementation of Safety Net Model in the Fall. Analysis of multiple measures will be used to identify target students for available interventions onsite. These students will be monitored for progress while participating in interventions throughout the year. (full day, 26 teachers)
Staff will utilize lists of Identified Target Students (names, needs, skills, assessment results).
Spring meetings to occur for class placement

Students to be Served by this Strategy/Activity

All Students

Timeline

November-January

Person(s) Responsible

Teachers, Specialists, Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 12

Provide reading intervention service for our students that qualify for additional support in reading and written language. Staff will utilize lists of students served by interventions, Reading Specialist's schedule, lesson plans, pre/post assessment results.

Purchase RAZ-Kids accounts for K-3 students and 4th-5th grade students participating in our Reading/ELD Intervention programs.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Reading and Intervention Specialist, Teachers, and Site Administrator

Proposed Expenditures for this Strategy/Activity

Amount	105,000
Source	LCFF - Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	1.4 FTE Reading Specialists

Strategy/Activity 13

Support our Beginner and Early Intermediate EL students through pullout support from our ELD Specialist. Support Intermediate students with push-in/co-teaching support. Staff will utilize class placements, lists of students served by ELD services, ELD Specialists' schedule, lesson plans, pre/post assessment results, & ELPAC data results.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

ELD Specialists, Teachers, Site Administrator

Proposed Expenditures for this Strategy/Activity

Amount	95,000
Source	LCFF - Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	1.2 FTE ELD Specialists

Strategy/Activity 14

Continue to integrate GLAD strategies into our practice. We will plan a site-based professional development opportunities focused on GLAD.

1. New staff members will be offered initial training opportunities.
2. Refresher training will be provided to staff that have previously been trained (every 3-4 years).
3. Grade level collaboration days continue to allow for unit planning.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, ELD Specialists, Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 15

Provide designated ELD model for ELL students within classrooms to include:

- Professional development to ELD teachers and site TSA
- CCSS ELD Standards (2012)
- Integrated and Designated Instruction
- Teaching Models for Designated Instruction delivery in classrooms
- Release time to classroom teachers for planning
- Other areas as flexibly determined through planning

Staff will utilize training agendas, meeting minutes, demonstration lesson videos, and staff reflections/surveys

Students to be Served by this Strategy/Activity

ELL (English Language Learner) Students

Timeline

Ongoing

Person(s) Responsible

Teachers, ELD Specialists, Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 16

Provide parent education events through coordination with the PTA for topics related to supporting students', parent, and child development.

Staff will utilize PTA event calendar, event agendas and notes, and school newsletters

Students to be Served by this Strategy/Activity

All Families

Timeline

Ongoing

Person(s) Responsible

PTA Representatives and Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 17

Provide opportunities for parents of English Language Learners to build their skills in assisting their children at home in reading/writing with the support of the English Language Advisory Committee (ELAC). Staff will utilize ELAC meeting agendas and notes.

Students to be Served by this Strategy/Activity

ELL (English Language Learner) Families

Timeline

Ongoing

Person(s) Responsible

ELD Specialists, ELAC Representatives, Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 18

Provide translators as often as possible for school meetings.

Provide translations of documents in as many languages as possible, with the priority on translating into Chinese (Mandarin), Korean, and Japanese, and Spanish.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

District and Site Administrators, Volunteers/District Staff

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 19

Target families new to the country and/or second language learner families to foster an environment that welcomes and supports them as they transition to Cornell.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

PTA , ELD Teachers, and Site Administrator

Proposed Expenditures for this Strategy/Activity

Goals, Strategies, & Proposed Expenditures

Goal 2

Subject

MATHEMATICS

Goal Statement

All students will demonstrate growth.

1. The number of students exceeding or meeting standards will remain the same or increase.
2. We will maintain or increase the percentage of students scoring at grade level performance. 90% of all students, including all subgroups, will be expected to perform at grade level. In the cases where student groups are under-performing these levels, targeted and explicit instruction will be designed for in or out-of-class intervention.

LCAP 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.

Basis for this Goal

1. CA Assessment of Student Performance and Progress 2017-2018 Mathematics

Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
California Assessment of Student Performance and Progress (CAASPP)	75% of students are meeting or exceeding standards.	We will increase overall and student group performance by 2%.

Planned Strategies/Activities

Strategy/Activity 1

Consistent use of assessments will inform us of our students' understanding of concepts, drive instructional decisions, and offer means for dialogue about teaching practices and student progress. Staff will utilize lists of current students, lists of students newly enrolled in AUSD, lists of students identified for targeted math intervention support

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 2

Evaluate and prioritize our math curriculum needs to determine what additional materials should be considered for purchase in order to refine classroom materials that align with CCCS.
Staff will utilize grade level meeting notes, student achievement data, resources related to CCSS curriculum materials

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Grade Level Teams, Site Administrator, District Staff

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 3

The principal, leadership team (ILT), and district staff will assist with CCSS implementation through professional development and ongoing support to individual teachers and grade level teams. Focus will be placed on support for developing units/lessons that are CCSS aligned. Staff will utilize professional development plans, classroom observations, grade level Cycle of Inquiry plans and notes.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrator, District Staff

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 4

Provide weekly opportunities for teachers to partner in collaborative discussions. During this time they will have opportunities to reflect on student learning and assessment data, to plan for both short and long-term units and lessons, to deepen knowledge of curriculum, and to engage in professional development as a team.
Staff will utilize grade level meeting notes, cited changes and improvements in instructional strategies as evidenced by lesson plans, observations and walk-throughs resulting in rising student proficiency levels.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Grade Level Teams, Site Administrator

Proposed Expenditures for this Strategy/Activity**Strategy/Activity 5**

Provide regular professional development opportunities for teachers to enhance their skills with the implementation of the District-adopted, CCSS-aligned math programs, Investigations (grades K-3) and Math Expressions (grades 4-5). Staff will monitor calendar for planned and executed professional development.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrator, District Staff

Proposed Expenditures for this Strategy/Activity**Strategy/Activity 6**

Provide teachers opportunities to build leadership capacity in helping to plan and facilitate professional development focused on CCSS in mathematics. Staff will monitor changes and improvements in instructional strategies as evidenced by lesson plans, observations, walk-throughs, meeting notes resulting in rising student proficiency levels

Administer local math assessments each trimester. Assessment results will support progress on report cards.

Staff will utilize grade level meeting notes, cited changes and improvements in instructional strategies as evidenced by lesson plans.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrator

Proposed Expenditures for this Strategy/Activity**Strategy/Activity 7**

Provide intervention programs and supports for students in classes grades K-5.

*Use of online and adaptive software programs to support at-risk learners needing extension and extra support in K-5 classrooms.

*Explicit instruction provided to students identified through data-based system to target highest level of need for small flexible group instruction.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers/Staff, Site Administrator

Proposed Expenditures for this Strategy/Activity

Amount	7,500
Source	LCFF - Supplemental
Budget Reference	4000-4999: Books And Supplies
Amount	2,500
Source	LCFF - Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries

Goals, Strategies, & Proposed Expenditures

Goal 4

Subject

CLIMATE

Goal Statement

CORNELL SCHOOL GOAL: CLIMATE

We will identify individual social-emotional and behavior needs and apply collaborative appropriate interventions.

- Review, Refine and Implement Social-Emotional and Behavioral Interventions, support programs and policies to reflect current research and best practices.
- We will foster students' social-emotional development by providing a safe and inclusive learning environment and a positive school culture.

If students feel emotionally and physically safe, are connected to school, feel supported by their teachers and staff, are accepted and respected for who they are, have positive interactions with others every day, and have a welcoming climate in which to learn, then they will learn more and be more likely to demonstrate positive behavioral choices.

LCAP 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.

Basis for this Goal

CA Healthy Kids Survey results, School wide discipline data

Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
California Healthy Kids Survey	92% of all 5th grade students feel safe at school.	Maintain or increase by 1% of 5th grade students feeling safe.

Planned Strategies/Activities

Strategy/Activity 1

Continue to implement and investigate anti-bias and inclusive curriculum with integrated lessons on disability awareness, body size acceptance, gender expression, family diversity, name calling, and racial and cultural prejudice to address targeted bullying. Adopted curricula such as Welcoming Schools, Second Step, and Speak Up Be Safe will be continued, along with other thoughtfully considered supplements.

Staff will utilize lesson plans, faculty meeting agendas and notes.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrator, Librarian

Proposed Expenditures for this Strategy/Activity

Amount	0
Source	None Specified
Budget Reference	None Specified
Description	Time

Strategy/Activity 2

Teach Second Step, a social skills curriculum that aims to enhance students' social-emotional competence. Training will be updated for new staff to Cornell. Staff will utilize the staff development schedule, Second Step Lesson Plans

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Site Administrator

Proposed Expenditures for this Strategy/Activity**Strategy/Activity 3**

Integrate BEST program practices to systematically teach school-wide expectations for being safe, respectful, and responsible in all areas of the school. Include practices and policies around behavior, social/emotional support, and discipline in the school handbook to provide opportunities for transparency and collaboration between staff and families. Staff will utilize school-wide expectations, positive behavior recognition systems, restorative circles, school wide consequences, social/emotional support systems.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Teachers, Specialists, Noon Supervision Staff, Site Administrator

Proposed Expenditures for this Strategy/Activity**Strategy/Activity 4**

Maintain site Leadership Team to meet and discuss and collaborate on school-wide needs and issues. A group of teacher representatives from all grade levels, a specialist and principal, who will meet up to 4 hours/month with other duties outside of the meeting to represent the group. Staff will monitor Leadership Team schedule and agendas.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Leadership Team Members, Site Administrator

Proposed Expenditures for this Strategy/Activity

Amount	7000
Source	General Fund
Budget Reference	1000-1999: Certificated Personnel Salaries

Strategy/Activity 5

Continue Noontime Activities program for variety of choice on the yard and in the library at lunch. Staff will utilize schedule of weekly noontime activities.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing, daily

Person(s) Responsible

Noontime Activities Coordinator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 6

Continue Bike Safety Week program for grades 4th/5th. Staff will utilize the schedule of Bike Safety Week

Students to be Served by this Strategy/Activity

4th/5th Grade Students

Timeline

Ongoing

Person(s) Responsible

PE teacher

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 7

7. Maintain Emergency Preparedness Supplies on campus:

- Emergency Backpacks/Folders updated annually
- Emergency Preparedness Container supplies updated through as needed
- Emergency release lanyards updated annually

Emergency Drill Schedule and Safety Plan updated annually

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Site Administrator, PTA Leadership

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 8

Utilize Student Study Team process to help evaluate our at-risk students using SST tracking sheets, supporting documentation, and team meeting suggestions. Staff will monitor the schedule of SST meetings, the SST meeting notes, assessment results.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

SST members (classroom teacher, Reading Specialist, Psychologist, Speech Therapist, Resource Specialist, ELD Specialist, Site Administrator)

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 9

Provide mental health counseling for at-risk students in individual and group settings. Staff will monitor the list of students served by counselors, counseling schedule, assessment of behavior change as noted by teacher/counselor.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Counseling Supervisors and Interns, Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 10

Students, parents, and the community will be informed about school attendance policies and procedures related to a positive school climate and student success.

Staff will monitor the agreements signed by parents and students, communication through Parent & Student Handbook, weekly school-wide newsletters, and on Cornell website.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 11

Continue Student Leadership opportunities

- Student Council – 3rd, 4th & 5th graders
- Conflict Managers – 3rd, 4th & 5th graders
- Compost Helpers – 2nd graders
- Clean Team – 1st graders

Students to be Served by this Strategy/Activity

All students

Timeline

Ongoing

Person(s) Responsible

Staff, Parents, Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 12

Schedule Community Time to offer monthly school-wide Community Time gatherings. Staff will monitor the Schedule of Community Time gatherings.

Students to be Served by this Strategy/Activity

All Students

Timeline

Ongoing

Person(s) Responsible

Student Council, Teachers, Site Administrator

Proposed Expenditures for this Strategy/Activity

Annual Review and Update

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The 2018-19 school plan emphasized improving coordinated intervention services for students with identified needs in math, reading, English-language development, special education, and/or mental health needs. Also, all classroom teachers implemented a new reading curriculum. Lastly, Cornell had a site-based emphasis on social emotional learning and social justice competencies. Our goals were to become more comfortable talking with children and parents about race and to continually shift towards more culturally responsive classrooms. In these strategic areas of focus we made progress in areas below:

1. Intervention: As seen in the California School Dashboard, our school is demonstrating significant strength in delivery of instruction. In addition to benefiting from an excellent teaching staff, we have continually worked to coordinate an effective, flexible, and collaborative intervention team. The intervention team, to include the special education resource teacher, met on a regular schedule with the principal and TSA to evaluate student needs, make decisions, and to form and revise intervention groups, strategies, and materials.
2. Reading implementation of Units of Study: In partnership with district-level training, teachers received regular support, coaching, training, collaborative time, and materials to implement the new curriculum. Time was planned to review assessments, debrief strategies, and to model and reflect on practice.
3. Equity-Based Practice: In partnership with district-level training, Cornell formed a mini-team of motivated teachers to design and plan trainings for teachers provided during staff meetings throughout the year. All grade levels revamped social emotional/social justice units to incorporate essential lessons for the team to teach collectively. Additionally, all grade levels implemented specific activities designed to build more affirming routines and rituals into the classroom.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

While our goals were met and exceeded in all areas, there are always areas for continued growth. The area of equity-based practice will continue to demand a growth mindset among staff, students, families, and the community. As we learn and evolve in this areas, it is our social and civic responsibility to improve and expand our practices to challenge the persisting achievement gaps for students of color, disadvantage, and/or special needs. Additionally, we must continue to build more and more culturally responsive practice that allow every student, regardless of identity, to feel safe, welcome, and included in our school.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

At this point in the year, it is unclear what the site and district budget will be able to support in programming and supplies. We have plans to continue with all strategies and allocations listed in the site plan. With that being said, we have a priority-based plan to make reductions, should that become unavoidable. We intend to maintain the strategies in place while supporting a combination class and two additional kindergarten rooms on campus. Additionally, Cornell will house the only special day class program for elementary sites, requiring a structured, effective, and collaborative approach among the general and special education staff. First and foremost, we must maintain classroom materials and supplies. Next, it would be of high value to maintain the release time planned for teachers to collaborate and complete assessments. Lastly, allocations for release time to extend site-wide collaboration and assessment review would be maintained. We anticipate that our PTA, always being as generous as is possible, will support continued needs as appropriate should essential needs become more challenging to fund. In a time where fiscal prudence is essential, we will all be working do more with less; less people and less money to continue providing a high-quality state-of-the-art education for our deserving students. We have an outstanding staff at Cornell who rises to all challenges with curiosity, enthusiasm, and willingness to lend a hand. The staff will utilize all manner of systems-thinking to sort through and solve upcoming needs.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 4 Classroom Teachers
- 0 Other School Staff
- 5 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Caron Lee	Parent or Community Member
Ashley Verinsky	Parent or Community Member
Joan Wickstrom	Classroom Teacher Parent or Community Member
Miesje Child	Classroom Teacher Parent or Community Member
Heather Duncan	Principal
Adrienne Kohn	Classroom Teacher
Sara Serin-Christ	Parent or Community Member
Natasha Khokhar	Parent or Community Member
Patty Bruns	Classroom Teacher
Colette West	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on .

Attested:

Principal, Heather Duncan on

SSC Chairperson, Sara Serin-Christ on

School Year: **2019-20**

School Plan for Student Achievement (SPSA) Template

The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

The purpose of the SPSA is to increase the overall effectiveness of the school program by crafting a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement.

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. The SPSA provides schools with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement.

School Name	Marin Elementary School
Address	1001 Santa Fe Ave. Albany CA 94706
County-District-School (CDS) Code	01-61127-6095376
Principal	Melisa Pfohl
District Name	Albany Unified School District
SPSA Revision Date	April 27, 2019
Schoolsite Council (SSC) Approval Date	April 27, 2019
Local Board Approval Date	

In the pages that follow, please describe the school's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs.

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School Vision and Mission

The vision and mission of Marin Elementary School is to build a solid educational foundation for all students while inspiring, guiding, and challenging them to learn and reach out to the world with compassion, integrity and courage.

School Profile

Marin Elementary School is one of three elementary schools in the Albany Unified School District. The school is located in Albany, California, approximately 15 miles northeast of San Francisco. Albany schools serve families from all over the world, many of them connected to the University of California, Berkeley. Parent support at the school has been remarkable. The PTA provides volunteers for many school events, classroom assistance, and fundraising activities.

Currently, there are approximately 500 students enrolled at Marin Elementary School. The school serves students in grades Kindergarten through 5th, with 21 general education classrooms. The general education classrooms have a student range of 20-28 students depending on grade level. Additionally, several teachers are outside of the self-contained classroom setting in the areas of physical education, music, science and media/library. Marin Elementary has a support staff comprised of a 1.2 FTE Intervention Specialist Teachers, a 1.0 FTE English Language Development Specialist Teacher, a full-time Speech and Language Specialist, one part-time Psychologist, a full-time Resource Teacher, a part-time Occupational Therapist, and two part-time counseling interns.

Approximately 150 children participate in the Albany Children Center's Tupelo program, which provides on-site childcare in grades K through 5, before school and after school, until 6:00 p.m. daily. Currently, fee-based enrichment classes are offered to students who are enrolled in the Early Bird and Late Bird reading programs in grades 1 through 3. Chess is currently offered as a before and after school enrichment option paid for by families.

Students at Marin Elementary School receive a core academic curriculum based on CA Common Core State Standards in English Language Arts & mathematics. Students also have a variety of co-curricular and student activities that promote leadership, personal choice, lunchtime activities, and a bond with their school community. All classroom enrichment activities during the school day offer students the opportunity to pursue interests in vocal/instrumental music, art, chess, and poetry. The physical education, music instruction, and media/library curriculum embedded in the regular school day provide each K-3 grade teacher 120 minutes of preparation per week and with the addition of science, 4th-5th grade teachers receive 235 minutes of preparation per week.

Over 21 different languages are spoken on campus. This not only provides wonderful opportunities for cultural dialogue but also provides our students with a rich multi-cultural foundation on which to build a life-long appreciation of diversity. Approximately 20% of our students are English Language Learners and 15% of our students participate in the free or reduced lunch program.

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

The process for developing this SPSA included engaging stakeholders at several levels. Our School Site Council met monthly throughout the year to review current levels of performance and to develop goals for next year. This group is made up of staff, teachers, and parents. Our Instructional Leadership Team reviewed the plan as well to weigh in on goals, priorities, and strategies. The broader staff was also included in reflecting on the plan during staff meetings.

School and Student Performance Data

Student Population

This section provides information about the school's student population.

2017-18 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
508	14.6%	19.9%	This is the percent of students whose well-being is the responsibility of a court.
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2017-18 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	101	19.9%
Socioeconomically Disadvantaged	74	14.6%
Students with Disabilities	42	8.3%

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	14	2.8%
American Indian	1	0.2%
Asian	107	21.1%
Filipino	7	1.4%
Hispanic	76	15.0%
Two or More Races	74	14.6%
White	202	39.8%

School and Student Performance Data

Overall Performance

2018 Fall Dashboard Overall Performance for All Students

Academic Performance

English Language Arts



Blue

Mathematics



Green

English Learner Progress



No Performance Color

Academic Engagement

Chronic Absenteeism



Orange

Conditions & Climate

Suspension Rate



Yellow

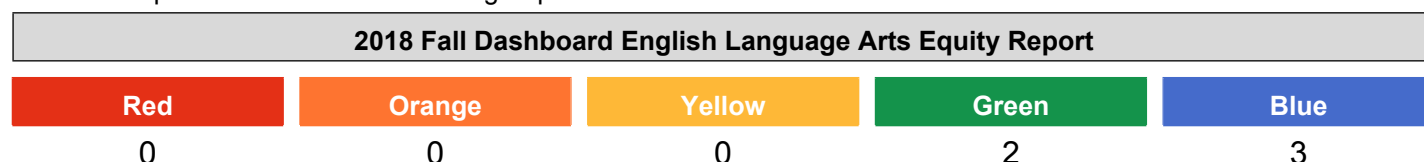
School and Student Performance Data

Academic Performance English Language Arts







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard English Language Arts Performance for All Students/Student Group		
All Students  Blue 64.7 points above standard Maintained 0.5 points 241 students	English Learners  Green 40.2 points above standard Declined -5.8 points 46 students	Foster Youth  No Performance Color 0 Students
Homeless  No Performance Color 0 Students	Socioeconomically Disadvantaged  No Performance Color 10.9 points above standard Declined -32 points 35 students	Students with Disabilities  No Performance Color 13 points below standard Declined -7.7 points 31 students

2018 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5 students	American Indian  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1 students	Asian  Blue 79.1 points above standard Increased 5.6 points 42 students	Filipino  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1 students
Hispanic  Green 37.9 points above standard Declined -32.2 points 38 students	Two or More Races  Blue 53.1 points above standard Increased 35.5 points 38 students	Pacific Islander  No Performance Color 0 Students	White  Blue 75.7 points above standard Maintained -0.1 points 116 students

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner 12 points above standard Maintained 2.8 points 22 students	Reclassified English Learners 66 points above standard Maintained 1 points 24 students	English Only 69.5 points above standard Maintained 2.3 points 191 students
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Conclusions based on this data:

- Overall for all groups, we are maintaining a high level of achievement in English language arts, with all subgroups achieving above the standard.
- All groups maintained or increased their performance levels from the previous year, with the exception of our Hispanic students. While their scores declined from last year, they are still achieving above standard.
- Marin continues to provide a robust intervention program, with specialists and classroom staff collaborating in identifying specific learners for needing additional support. The intervention team reviews student performance data regularly to determine areas for growth. This procedure allows us to focus on students using a variety of multiple measures. An area of continued work is in our review of persistent achievement gaps and programs and strategies to and supports that we can develop. We have focused our lens this year on phonemic awareness and the importance of delivering instructional strategies that support student growth in this area.

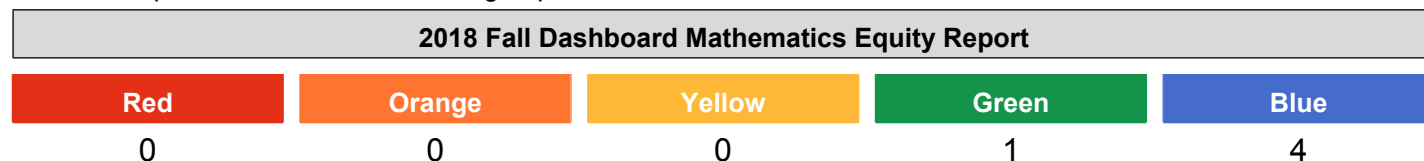
School and Student Performance Data

Academic Performance Mathematics







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard Mathematics Performance for All Students/Student Group		
All Students  Green 49.5 points above standard Declined -3.2 points 242 students	English Learners  Blue 42.7 points above standard Increased 7.5 points 46 students	Foster Youth  No Performance Color 0 Students
Homeless  No Performance Color 0 Students	Socioeconomically Disadvantaged  No Performance Color 2.4 points above standard Declined -23.3 points 37 students	Students with Disabilities  No Performance Color 0.5 points below standard Maintained 1.2 points 33 students

2018 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 7 students	American Indian  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1 students	Asian  Blue 64.7 points above standard Maintained -1.5 points 42 students	Filipino  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1 students
Hispanic  Green 29.1 points above standard Declined -16.7 points 38 students	Two or More Races  Blue 41.6 points above standard Increased 13.7 points 38 students	Pacific Islander  No Performance Color 0 Students	White  Blue 58.5 points above standard Maintained -2.1 points 115 students

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner 17.8 points above standard Increased 11.7 points 22 students	Reclassified English Learners 65.5 points above standard Increased 15.3 points 24 students	English Only 50.6 points above standard Declined -5.2 points 192 students
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Conclusions based on this data:

- Overall, all student groups are achieving above standard in mathematics.
- All of our student groups either maintained or increased their scores, with the exception of our Hispanic students. While their mathematics score declined, they are still achieving above standard as a group.
- Marin has been working hard at changing the way we deliver mathematics intervention. While we still support Math Camp for kindergarten students, we have adjusted our delivery of mathematics intervention in grades 1-5. Using "Do the Math" by Marilyn Burns, we are delivering targeted instruction on foundational math skills. Progress is measured approximately every 10 weeks and groups are adjusted based on need. This is our first year of implementing this kind of math intervention, and we are hopeful that we will continue to see student gains over time.

School and Student Performance Data

Academic Performance English Learner Progress

This section provides a view of the percent of students performing at each level on the new English Language Proficiency Assessments for California (ELPAC) assessment. With the transition ELPAC, the 2018 Dashboard is unable to report a performance level (color) for this measure.

2018 Fall Dashboard English Language Proficiency Assessments for California Results				
Number of Students	Level 4 Well Developed	Level 3 Moderately Developed	Level 2 Somewhat Developed	Level 1 Beginning Stage
87	57.5%	31%	9.2%	2.3%

Conclusions based on this data:

1. Overall, our English Learners are scoring well on the ELPAC assessment.
2. Due to the fact that the ELPAC was first implemented in Spring, 2018, we cannot comment on improvements or declines, but we anticipate that our English Learners will make appropriate gains.
3. Our ELD program provides targeted push-in and pull-out instruction to all levels of language learners. Groups are ability-based and sometimes span grade levels depending on students' language ability. Our ELD teacher works with our intervention team to support our English learners in the most efficient and effective manner that prioritizes student need. Particular attention is paid to our Long Term English Learners, as these students' needs are not always immediately apparent to classroom teachers. Our LTELs receive instruction on academic vocabulary, writing, and grammar in order to support their long-term growth.

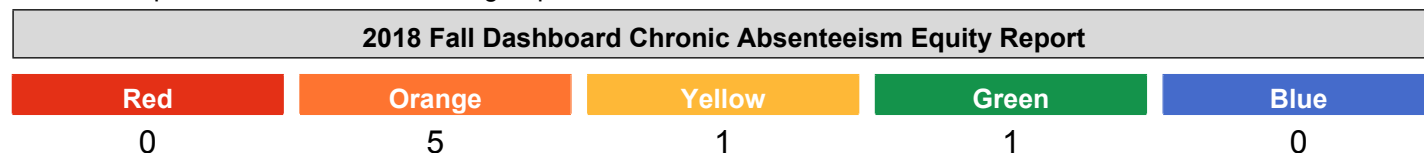
School and Student Performance Data

Academic Engagement Chronic Absenteeism







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2018 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
All Students  Orange 5.1% chronically absent Increased 1.6% 512 students	English Learners  Orange 7.7% chronically absent Increased 3.2% 104 students	Foster Youth  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1 students
Homeless  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 students	Socioeconomically Disadvantaged  Green 7% chronically absent Declined 4% 86 students	Students with Disabilities  Orange 15.2% chronically absent Increased 2.7% 46 students

2018 Fall Dashboard Chronic Absenteeism by Race/Ethnicity

African American  No Performance Color 7.1% chronically absent Declined 15.9% 14 students	American Indian  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1 students	Asian  Orange 7.1% chronically absent Increased 4.1% 113 students	Filipino  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 7 students
Hispanic  Orange 5.4% chronically absent Increased 1.7% 74 students	Two or More Races  Orange 6.1% chronically absent Increased 2.4% 82 students	Pacific Islander  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 students	White  Yellow 3.2% chronically absent Increased 0.7% 221 students

Conclusions based on this data:

1. Marin chronic absenteeism rates range from 3.2% (white students) to 15.2% (students with disabilities).
2. While chronic absenteeism rates increased for many student groups, chronic absenteeism rates declined for African American, and socioeconomically disadvantaged students. This is the first year that this indicator has received a performance color, and we will continue to keep this as an area of focus.
3. This year, truancy policies and procedures were articulated district-wide. This helped Marin to provide clear communication with truancy letters to parents. Improving attendance rates will continue to be an area of focus.

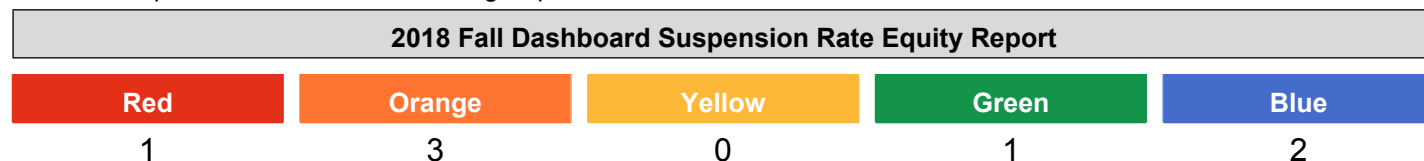
School and Student Performance Data

Conditions & Climate Suspension Rate







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2018 Fall Dashboard Suspension Rate for All Students/Student Group		
All Students  Yellow 0.8% suspended at least once Increased 0.8% 528 students	English Learners  Blue 0% suspended at least once Maintained 0% 108 students	Foster Youth  No Performance Color Less than 11 Students - Data Not 1 students
Homeless  No Performance Color 0 Students	Socioeconomically Disadvantaged  Orange 1.1% suspended at least once Increased 1.1% 90 students	Students with Disabilities  Red 8.5% suspended at least once Increased 8.5% 47 students

2018 Fall Dashboard Suspension Rate by Race/Ethnicity

African American  No Performance Color 0% suspended at least once Maintained 0% 14 students	American Indian  No Performance Color Less than 11 Students - Data 1 students	Asian  Blue 0% suspended at least once Maintained 0% 118 students	Filipino  No Performance Color Less than 11 Students - Data 7 students
Hispanic  Orange 2.5% suspended at least once Increased 2.5% 79 students	Two or More Races  Orange 1.1% suspended at least once Increased 1.1% 87 students	Pacific Islander  No Performance Color 0 Students	White  Green 0.5% suspended at least once Increased 0.5% 222 students

This section provides a view of the percentage of students who were suspended.

2018 Fall Dashboard Suspension Rate by Year

2016	2017	2018
0.4% suspended at least once	0% suspended at least once	0.8% suspended at least once

Conclusions based on this data:

1. Our student groups maintained a range of between 0%-8.5% of students being suspended at least once.
2. All groups either maintained or increased their numbers from the previous year.
3. Our students with disabilities received the highest rates of suspension this year. This may point to a need for additional support with behaviors that can turn into safety issues. While several staff on site are CPI trained, we will be continuing to work with the Special Education Department on supporting professional development for staff on de-escalation strategies, and other strategies that can support our students with special needs.

Goals, Strategies, & Proposed Expenditures

Goal 1

Subject

English-Language Arts

Goal Statement

MARIN SCHOOL GOALS: English-Language Arts

1. All students will demonstrate growth.
2. The number of students exceeding or meeting standards will remain the same or increase.
2. We will maintain or increase the percentage of students scoring at grade level. 90% of all students, including all subgroups will be expected to perform at grade level. In the cases where student groups are under-performing, targeted and explicit instruction will be designed for an in or out-of-class intervention.

LCAP Goal

AUSD STRATEGIC Plan & Local Control Accountability Plan Goal #1 “Assessing and Increasing Academic Success”
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.

Basis for this Goal

2018 AUSD Local Writing Assessments
2017-18 Gates-MacGinitie/SRI Reading Tests
2017-18 Fountas-Pinnell Reading Assessment
2017-18 Smarter Balanced Assessments in English Language Arts

Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
California Assessment of Student Performance and Progress (CAASPP)	80% of all students are meeting or exceeding standard in English language arts.	All students will demonstrate growth. We intend to focus our efforts on subgroups who are currently not meeting standard. These groups are students receiving special education services and students identified as socio-economically disadvantaged.

Planned Strategies/Activities

Strategy/Activity 1

Review every student's current performance levels using local and Smarter Balanced assessments. We will identify those who need additional support and the level of intervention each student needs. Review former student's performance to reflect on past practices related to student achievement.

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) ResponsibleTeachers
Site Administrator**Proposed Expenditures for this Strategy/Activity****Strategy/Activity 2**

Continue to implement our newly adopted reading and word work programs and regularly review needs related to the implementation. Provide support at each grade level with ongoing professional development.

Students to be Served by this Strategy/Activity

All Students

Timeline

August 2019-June 2020

Person(s) ResponsibleTeachers
Site Administrator**Proposed Expenditures for this Strategy/Activity****Strategy/Activity 3**

Utilize the Instructional Leadership Team to identify areas of need for teachers in delivering curriculum

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) ResponsibleInstructional Leadership Team
Site Administrator**Proposed Expenditures for this Strategy/Activity****Amount**

7,000

Source

General Fund

Budget Reference

1000-1999: Certificated Personnel Salaries

Strategy/Activity 4

Utilize the three staff development days during the school year for grade level teams to collaborate, develop common assessments and align work across grade levels with the newly adopted reading programs.

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) Responsible

Classroom Teachers
Site Administrator

Proposed Expenditures for this Strategy/Activity**Strategy/Activity 5**

Offer two release days for grades 1-5 during the school year for grade level teams to focus on common assessments. Teachers will work with students to assess their skills as well as to analyze student work. Teachers will focus on planning and implementing curriculum with results in mind. Kindergarten teachers will be offered three days.

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) Responsible

Grade Level Teachers and Site Administrator

Proposed Expenditures for this Strategy/Activity**Amount**

10,000

Source

General Fund

Budget Reference

1000-1999: Certificated Personnel Salaries

Strategy/Activity 6

Provide professional development opportunities for teachers to learn more about the Units of Study reading and writing curriculum, correlating assessments and revisions to the report card.

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) Responsible

Grade Level Teachers and Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 7

Provide time for teachers to collaborate during Wednesday early release days in grade level teams to plan lessons and share instructional strategies aligned with California Common Core Standards (CCCS)

Students to be Served by this Strategy/Activity

All Students

Timeline

August 2019-June 2020

Person(s) Responsible

Grade Level Teachers
Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 8

Provide teachers the opportunity to gain additional strategies for grammar, vocabulary and other word work instruction; when to teach it, how to teach it and how to integrate those areas throughout all four language strands: Listening and Speaking, Reading, Writing, and Language

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) Responsible

Grade Level Teachers
Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 9

Provide teacher support for the Units of Study reading and writing programs including: workshops, subscription memberships, materials (i.e. trade books)

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) Responsible

Grade Level Teachers
Intervention Teacher
ELL Teacher
Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 10

Identify and provide targeted instruction to students both with a “push-in” and “pull-out” model for classroom support/small groups and monitor student progress.

- By 9/30/19, identify students not meeting grade level standards by using local and state assessments.
- By 10/01/19, begin intervention services using in-class, small-group, pull-out, or specific specialist services depending on student needs.
- By 11/30/19, 3/30/20 and 5/30/20, measure and monitor student progress using local assessments and make adjustments to intervention approaches as needed.

Students to be Served by this Strategy/Activity

All students' progress will be reviewed for the possible need for intervention

Timeline

September 2019-May 2020

Person(s) Responsible

Grade Level Teachers
Intervention Teachers
Site Administrators

Proposed Expenditures for this Strategy/Activity

Amount	112,000
Source	LCFF - Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	1.2 FTE Reading Specialists

Strategy/Activity 11

Provide small group English Language Development instruction for students who are identified as ‘Beginner’ and ‘Early Intermediate’ English Language Learners.

Students to be Served by this Strategy/Activity

ELL Students

Timeline

September 2019-June 2020

Person(s) Responsible

English Language Development (ELD) Teacher and
Site Administrator

Proposed Expenditures for this Strategy/Activity

Amount	80,000
Source	LCFF - Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	1.0 FTE ELD Specialist

Strategy/Activity 12

During English Language Advisory Council (ELAC) meetings, provide parents with information regarding the classroom programs, curriculum and ways to participate in their student's learning. Provide an overview of the instructional program to parents at "Back-to-School Night"

Students to be Served by this Strategy/Activity

ELL Students

Timeline

September 2019-June 2020

Person(s) Responsible

ELD Specialist
Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 13

Provide targeted classified support for students in the ELD program both in class and in small groups to increase both English Language Arts and Mathematics proficiencies.

Students to be Served by this Strategy/Activity

ELL students

Timeline

September 2019-June 2020

Person(s) Responsible

ELD Specialist
Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 14

Provide release time for the ELD teacher to implement outreach services to new and returning families, to increase engagement at the site level, clarify ELPAC procedures and share strategies for positive school-home connections that are culturally sensitive and student centered.

Students to be Served by this Strategy/Activity

ELL students

Timeline

September 2019-June 2020

Person(s) Responsible

ELD Specialist
Site Administrator

Proposed Expenditures for this Strategy/Activity

Goals, Strategies, & Proposed Expenditures

Goal 2

Subject

Mathematics

Goal Statement

All Students will demonstrate growth.

1. The number of students exceeding or meeting standards will remain the same or increase.
2. We will maintain or increase the percentage of students scoring at grade level performance. 90% of all students, including subgroups, will be expected to perform at grade level. In cases where students are under-performing these levels, targeted and explicit instruction will be designed for in or out-of-class intervention.

LCAP 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.

Basis for this Goal

2018 Trimester 2 District Benchmark Assessments
2018-19 Smarter Balanced Assessment in Math

Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
California Assessment of Student Performance and Progress	79% of all students are meeting or exceeding standard in math.	We intend to focus our efforts on subgroups not meeting this percentage of students meeting or exceeding standard in mathematics

Planned Strategies/Activities

Strategy/Activity 1

Provide targeted training for teachers with district math curriculum, assessments and support alignment of science instruction and PD with the Next Generation Science Standards.

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-May 2020

Person(s) Responsible

Teachers
Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 2

Review every student's current performance levels on local and state assessments. Review former student scores to reflect on trends and past practices as it relates to student achievement.

By 9/30/19, identify students not meeting grade level standards by using local assessments.

By 10/01/19, begin intervention services using in-class or small group pull-out, depending on student needs.

By 11/30/19, 3/30/20 and 5/30/20, measure and monitor student progress using local assessments and make adjustments to intervention approaches as needed.

Students to be Served by this Strategy/Activity

All students

Timeline

September 2019-May 2020

Person(s) Responsible

Teachers
Site Administrators

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 3

Continue to utilize our "Math Camp" program with a more narrowed focus on math topics using games.

Students to be Served by this Strategy/Activity

Kindergarten Students

Timeline

August 2019-July 2020

Person(s) Responsible

Teachers
Site Administrators

Proposed Expenditures for this Strategy/Activity

Amount	8,000
Source	LCFF - Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries

Description	Math Intervention Staffing
Amount	2,000
Source	LCFF - Supplemental
Budget Reference	4000-4999: Books And Supplies

Goals, Strategies, & Proposed Expenditures

Goal 3

Subject

School Climate

Goal Statement

MARIN SCHOOL GOALS: School Climate and Student Well-Being:

If students feel emotionally and physically safe, are connected to school, feel supported by their teacher and staff, are accepted and respected for who they are, have positive interactions with others every day, and have a welcoming climate in which to learn, then they will learn more and be more likely to demonstrate positive behavior choices.

LCAP Goal

AUSD Strategic Plan and LCAP Goal #2: "Supporting the Whole Child"

We will identify individual social-emotional and behavior needs and apply collaborative appropriate interventions.

Basis for this Goal

Student referral data, staff surveys, CA Healthy Kids Survey results

Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
CA Healthy Kids Survey Attendance Rates	17-18 CA Healthy Kids Survey show that 92% of all 5th grade students feel safe at school most or all of the time. 17-18 Data shows that overall we were at a 5.1% rate of chronic absenteeism	We hope to make at least a 1% gain in the number of 5th grade students who feel safe at school most or some of the time. We hope to decrease our rate of chronic absenteeism by 1% per year.

Planned Strategies/Activities

Strategy/Activity 1

Continue to implement the concepts and strategies outlined in the "Second Step", "Speak Up Be Safe," and the Conflict Manager program

Students to be Served by this Strategy/Activity

All Students

Timeline

August 2019-June 2020

Person(s) Responsible

Principal, Teachers &
Site Staff

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 2

Students, Parents and the Community will be informed about school attendance policies and procedures related to a positive campus climate and student achievement, including Second Step home links and internet safety.

Students to be Served by this Strategy/Activity

All Students

Timeline

August 2019-June 2020

Person(s) Responsible

Site Administrator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 3

Provide structured noontime activities open to all students, using site and YMCA personnel.

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) Responsible

Site Administrator
Marin Staff
YMCA Personnel

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 4

Provide and facilitate structured staff time to focus on specific at-risk students for mental health referrals.

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) Responsible

Site Administrator
Mental Health Interns

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 5

Provide mental health counseling for at-risk students in individual and group settings

Students to be Served by this Strategy/Activity

All students

Timeline

October 2019-June 2020

Person(s) Responsible

Site Administrator
Mental Health Interns

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 6

Provide additional training and tools for teachers in using effective sensory motor applications such as S'cool Moves

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) Responsible

Site Administrator Teachers
Occupational Therapist

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 7

Provide opportunities for the community to get involved and celebrate through monthly Marin Mornings and Coffee with the Principal.

Students to be Served by this Strategy/Activity

All students

Timeline

September 2019-June 2020

Person(s) ResponsibleSite Administrator
Teachers**Proposed Expenditures for this Strategy/Activity****Strategy/Activity 8**

Continue to implement and investigate anti-bias and inclusive curriculum with integrated lessons on disability awareness, body size acceptance, gender expression, family diversity, name-calling and racial and cultural prejudice to address targeted bullying.

Continue to implement social emotional and social justice learning standards.

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) ResponsibleSite Administrator
Teachers**Proposed Expenditures for this Strategy/Activity****Strategy/Activity 9**

Maintain Instructional Leadership Team to meet and discuss and collaborate on school-wide needs and issues. This group is made up of teacher representatives from all grade levels, a specialist, and the principal, who will meet bi-monthly to address school-wide needs and policies and procedures,

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) ResponsibleInstructional Leadership Team Members,
Site Administrator**Proposed Expenditures for this Strategy/Activity****Amount**

7,000

Source

General Fund

Budget Reference

1000-1999: Certificated Personnel Salaries

Strategy/Activity 10

Maintain Emergency Preparedness Supplies on campus:

- * Emergency Backpacks/Folders updated annually
- * Emergency Preparedness Container supplies updated as needed
- * Emergency drill schedule and Safety Plan updated annually

Students to be Served by this Strategy/Activity

All students

Timeline

August 2019-June 2020

Person(s) ResponsibleSite Administrator,
PTA Leadership**Proposed Expenditures for this Strategy/Activity**

Annual Review and Update

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The 2017-'18 school plan emphasized improving and coordinating intervention services for students with identified needs in math, reading, English-language development, special education, and/or mental health needs. All classroom teachers implemented the Lucy Calkins Units of Study reading program. Our school has further focused our efforts on implementing the district's social-emotional and social justice learning competencies. In these strategic areas of focus, we have made progress in areas below:

1. Intervention: As seen in the California School dashboard, our school is demonstrating strength in delivery of instruction. We have taken strides as a school to shift our approach to math intervention, and we look forward to refining these programmatic shifts next year. Our reading intervention and ELD support programs continue to focus our lens on our most struggling students as we integrate these shifts in math. Our students are benefitting from a collaborative, team approach toward meeting student needs, and our highly professional and dedicated staff.
2. Reading implementation of Units of Study: In partnership with district-level training, teachers received regular support, coaching, training, collaborative time, and materials to implement the new curriculum. Time was planned to review assessments, debrief strategies, and to model and reflect on practice.
3. Social-emotional learning: In partnership with district-level training, Marin utilized Instructional Leadership Team meetings and staff meetings to define and implement our school's approach to addressing our SESJ Standards. Monthly read-aloud lists were shared at all levels, and each grade level team put an SESJ lens on how to approach various standards and lessons.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

While the majority of students at Marin are performing well, we continue to strive for excellence for all students. We at Marin recognize the importance of supporting all student groups, especially those for which an achievement gap persists. We will continue to refine our culturally responsive strategies for delivering instruction so that all students feel safe, welcome and included in our school. Like other California public schools, we are feeling the effects of the deficient state education budget. While budgets for our site and district have not been set, we plan to maintain the strategies and activities that have been outlined in this plan while welcoming 2 kindergarten classes from Ocean View to our campus next year. We will prioritize students' classroom experience by ensuring that all classrooms have the materials and supplies they need. Staff collaboration time will continue to be a priority, as Marin has a strong tradition of working in teams to support all students. We will utilize this team approach and systems thinking to find ways to work efficiently and effectively with what will very likely be a smaller budget and less support.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

As we continue to refine our delivery of F&P Assessments, we hope to use this metric to evaluate future progress. While SBAC Data is helpful in understanding how our school is performing, we recognize that this data is taken only from 3rd, 4th and 5th grade. It is important to have a metric that includes our youngest learners, as we know that early intervention is extremely valuable. We are hopeful that as we continue to align our teaching in reading and math, we can rely on our local assessments more to help us understand more deeply how our students are performing so that we can hone in on areas of need sooner.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 4 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Eileen McKenzie	Classroom Teacher
Rochelle Donovan	Classroom Teacher
Judith Carey	Classroom Teacher Other School Staff
Amy Paulsen	Parent or Community Member
Doris Mitchell-Flores	Parent or Community Member
Fiona Rhea	Parent or Community Member
Melisa Pfohl	Principal
Mark Aselstine	Parent or Community Member
Nichols, Janet	Other School Staff

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on .

Attested:

Principal, Melisa Pfohl on

School Year: **2019-20**

School Plan for Student Achievement (SPSA) Template

The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

The purpose of the SPSA is to increase the overall effectiveness of the school program by crafting a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement.

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. The SPSA provides schools with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement.

School Name	Ocean View Elementary School
Address	1000 Jackson Albany CA 94706
County-District-School (CDS) Code	01-61127-6090161
Principal	Terry Georgeson
District Name	Albany Unified School District
SPSA Revision Date	
Schoolsite Council (SSC) Approval Date	
Local Board Approval Date	

In the pages that follow, please describe the school's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs.

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School Vision and Mission

Albany Unified School District Mission: The mission of AUSD 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 individual social and emotional needs as well as social justice competencies. Together these 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.

Our mission is to educate and inspire students. We strive to provide a rich and rigorous learning experience within a school community that honors the diversity brought to our school through the parent and student experience.

School Vision Statement:

- * We support the district's mission, values and beliefs by offering a safe, inclusive, and engaging environment for students to thrive in their academic achievement and social-emotional growth.

- * We value the diversity of our community, embracing the unique qualities of each student and building student understanding and appreciation of our differences.

- * We work to ensure that our students receive a high quality education, develop an understanding of the essential knowledge and skills taught at their grade level, develop critical thinking skills, produce high quality work, are adept at applying their learning, and are thoughtful, caring members of our community.

School Profile

Albany's schools are the focal point of its community. Families choose to locate here because of the schools. Ocean View Elementary School is a unique school with a community, rich in its economic, ethnic and racial diversity. The strength of our school lies with our staff and parent community. Our faculty is comprised of highly qualified, fully credentialed teachers who offer focused instruction and design rigorous academic curricula based on the California State Standards. Teachers have a ongoing commitment to high expectations through a dynamic blend of collaboration, professionalism and a dedication to an engaging and rigorous curriculum. The partnership between our school, Ocean View families, and our community allows us to effectively support our students, staff, and instructional programs. Our school community benefits greatly from the volunteer and financial support provided by our parents and local community.

There are approximately 570 students currently enrolled at Ocean View School. The school serves students in kindergarten through 5th grade, with 22 general education and 1 special education classroom on campus. The general education classrooms have a student range of 21 to 28 students. Additional teachers and staff serve students in need of reading and mathematics Intervention, English language development, speech and language therapy, special education resource instruction adapted physical education, occupational therapy, and mental health counseling. Adjacent to our school is the Ocean View City Park that offers our students access to a large field and baseball diamond for play during lunch and the school day.

Students at Ocean View Elementary School receive a core academic curriculum based on California State Common Core State Standards. The educational program is rigorous, meaningful, relevant, and allows students to develop their critical thinking skills. Recognizing the need to focus on the whole child, our teaching faculty provides learning experiences which foster students' social/emotional growth with skills in communication and collaboration. Ocean View teachers differentiate their instruction to meet the individual learning needs of their students, thereby helping all students to make progress towards mastery of learning goals. Kindergarten students participate in library and physical education each week. 1st-5th grade students participate in library, physical education and music classes each week, and 4th-5th grade students also participate in science classes each week, all of which are taught by credentialed teachers. Through the Albany Elementary Giving Campaign, K-5 students are offered additional enrichment activities, such as dance, music, performing arts, chess, Lego - Engineering and poetry during the school day. Additionally, the Albany Children's Center (ACC), Chinese School, and Albany YMCA, offer onsite before and after school childcare for families who enroll.

Ocean View is proud to be an inclusive and welcoming school. 35% of our students are English learners and about 30% of our students are identified as socioeconomically disadvantaged. With close to 35 different languages spoken, our students are provided a rich multi-cultural foundation with unique opportunities for cultural dialogue which can support to a life-long appreciation of our world's diversity.

Ocean View leadership relies on its Instructional Leadership Team (ILT) to guide instructional practice and help make decisions impacting the entire community. We are a shared-decision making group, composed of the principal, a classroom teacher from each grade level, one specialist and our Teacher Coach. The roles and responsibilities of the group are to:

- Serve as instructional leaders to teachers and students
- Determine the priority list for improvements in instructional practices
- Bring issues from staff for discussion
- Integrate the site plan and strategic plan into our work
- Provide direction on site-based professional development

We value and enjoy a growing level of parent and community involvement at Ocean View School. This partnership between the school and Ocean View families, allows us to effectively support our students, staff, and instructional programs. Two key decision-making groups are the Parent Teacher Association (PTA) and School Site Council. Another important opportunity for parental and community involvement is the Ocean View English Learner Advisory Committee. Our school community benefits greatly from the support and assistance provided by community volunteers. Our school mascot is the Sea Otter and our school motto is Celebrate Community – Honor Diversity.

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

Our School Leadership team and the entire staff review data and review action-steps in the fall. School site council is consulted throughout the year, reviewing data as we prepare for updating the plan in the spring. In the spring site council and Site leadership will update the plan with new data and revisions.

School and Student Performance Data

Student Population

This section provides information about the school's student population.

2017-18 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
574	32.2%	30.3%	This is the percent of students whose well-being is the responsibility of a court.
This is the total number of students enrolled.	This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2017-18 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	174	30.3%
Socioeconomically Disadvantaged	185	32.2%
Students with Disabilities	41	7.1%

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	18	3.1%
Asian	170	29.6%
Filipino	9	1.6%
Hispanic	107	18.6%
Two or More Races	92	16.0%
White	111	19.3%

School and Student Performance Data

Overall Performance

2018 Fall Dashboard Overall Performance for All Students

Academic Performance

English Language Arts



Blue

Mathematics



Blue

English Learner Progress



No Performance Color

Academic Engagement

Chronic Absenteeism



Orange

Conditions & Climate

Suspension Rate



Orange

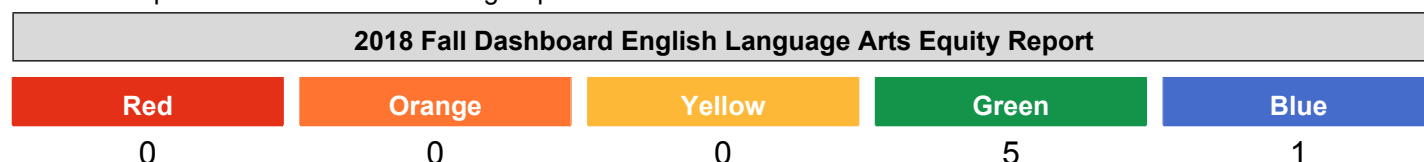
School and Student Performance Data

Academic Performance English Language Arts







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard English Language Arts Performance for All Students/Student Group		
All Students  Blue 46.3 points above standard Maintained -2.7 points 252 students	English Learners  Green 42.3 points above standard Maintained 2.6 points 88 students	Foster Youth  No Performance Color 0 Students
Homeless  No Performance Color 0 Students	Socioeconomically Disadvantaged  Green 11.4 points above standard Declined -7 points 88 students	Students with Disabilities  No Performance Color 30.6 points below standard Declined -24.4 points 29 students

2018 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 10 students	American Indian  No Performance Color 0 Students	Asian  Blue 71.1 points above standard Increased 10.6 points 80 students	Filipino  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3 students
Hispanic  Green 21.6 points above standard Increased 6.4 points 49 students	Two or More Races  Green 39.4 points above standard Declined -9.3 points 39 students	Pacific Islander  No Performance Color 0 Students	White  Green 53.2 points above standard Declined -19.6 points 68 students

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner 17.6 points above standard Increased 11.4 points 57 students	Reclassified English Learners 87.5 points above standard Declined -5.2 points 31 students	English Only 45.3 points above standard Declined -7 points 152 students
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Conclusions based on this data:

- Overall, our students performed in the highest performance level (Blue).
- We maintained high performance in most student groups from the year prior. Asian, Hispanic and English learner student groups improved their performance on the English language arts SBAC from the year prior. Even though students identified as socioeconomically disadvantaged, Two or More Races, and White received a performance level of Green, these student groups demonstrated a decline in points scored. This measurable decline in these other student groups will require us to pay close attention to in the coming year.
- In conclusion, our students continue to score well above the state standard. However, we will continue to regularly monitor areas where persistent achievement gaps have been seen in order to focus our intervention efforts. Ocean View staff work to provide early intervention with identified specific learners needing those additional supports. Staff meet regularly to analyze and discuss student performance using multiple measures for review, we monitor areas where persistent achievement gaps have been observed and by using this process of analysis and collaboration, teachers have the opportunity to address student needs with established interventions as soon as needed.

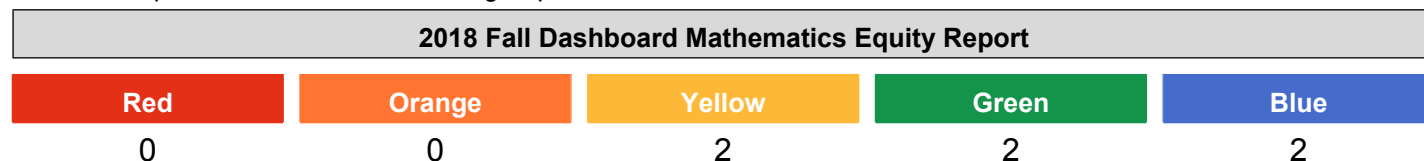
School and Student Performance Data

Academic Performance Mathematics







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard Mathematics Performance for All Students/Student Group		
All Students  Blue 37.9 points above standard Maintained 1 points 252 students	English Learners  Blue 50.8 points above standard Increased 15.3 points 88 students	Foster Youth  No Performance Color 0 Students
Homeless  No Performance Color 0 Students	Socioeconomically Disadvantaged  Yellow 1.5 points below standard Maintained -1.9 points 88 students	Students with Disabilities  No Performance Color 49.3 points below standard Declined -41.5 points 29 students

2018 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 10 students	American Indian  No Performance Color 0 Students	Asian  Blue 81.2 points above standard Increased 18.2 points 80 students	Filipino  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 3 students
Hispanic  Yellow 8 points below standard Declined -7.3 points 49 students	Two or More Races  Green 24.6 points above standard Declined -8.9 points 39 students	Pacific Islander  No Performance Color 0 Students	White  Green 44.5 points above standard Declined -11.3 points 68 students

This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2018 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner 24.5 points above standard Increased 24 points 57 students	Reclassified English Learners 99.1 points above standard Increased 8.3 points 31 students	English Only 26.8 points above standard Declined -8 points 152 students
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Conclusions based on this data:

- Overall, the performance in mathematics remains strong. All Students, English learners and Asian student groups maintained a score in the highest performance band (Blue).
- However, as in English language arts we note a small decline in several of our student groups: students with disabilities, Hispanic, Two or More Races and White. This evidence has been a pattern over time for most our schools in Albany. We understand that our mathematics curriculum requires strong academic language to show mastery of content. Finding ways to support students with this need for strong academic language in mathematics continues to challenge us. The importance of noticing the struggle within these groups is that they have historically shown gaps in achievement asking us to continue to adjust our interventions and instructional practices.
- In conclusion, several of our students groups continue to score at or above the state standard. However, noting the decline in scores for other student groups we must continue to monitor areas where persistent achievement gaps have been seen in order to focus our intervention efforts. Ocean View teachers work to provide early intervention with identified specific learners needing those additional supports. Teachers meet regularly to analyze and discuss student performance using multiple measures for review. We monitor areas where persistent achievement gaps have been observed and by using this process of analysis and collaboration teachers have the opportunity to address student needs with established interventions as soon as needed.

School and Student Performance Data

Academic Performance English Learner Progress

This section provides a view of the percent of students performing at each level on the new English Language Proficiency Assessments for California (ELPAC) assessment. With the transition ELPAC, the 2018 Dashboard is unable to report a performance level (color) for this measure.

2018 Fall Dashboard English Language Proficiency Assessments for California Results				
Number of Students	Level 4 Well Developed	Level 3 Moderately Developed	Level 2 Somewhat Developed	Level 1 Beginning Stage
148	50%	25.7%	14.9%	9.5%

Conclusions based on this data:

1. The English Language Proficiency Assessments for California (ELPAC) is new this year. Our baseline data shows that 50% of English learners are performing in the well-developed category with another 25% performing at moderately developed.
2. The importance of students performing in Level 4 or Well-Developed level is that they have met the English Language Proficiency Assessments for California (ELPAC) reclassification criterion and can be considered for reclassification when also using their performance in other locally determined areas (report card, standardized test scores, and parent consultation).
3. In conclusion, staff will continue to identify specific students in levels 1-3 needing additional support to achieve consideration for reclassification. Specifically we have dedicated intervention staff working with English learners, both in and outside of the classroom. Staff share student data for analysis to evaluate the progress of these students, and to help determine appropriate supports throughout the year.

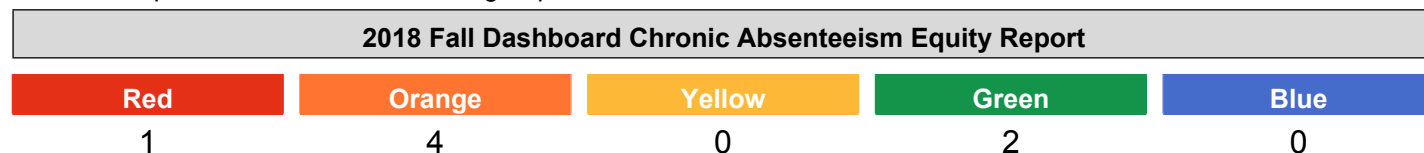
School and Student Performance Data

Academic Engagement Chronic Absenteeism







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2018 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
All Students  Orange 8.6% chronically absent Increased 3.8% 617 students	English Learners  Orange 7.5% chronically absent Increased 2.9% 200 students	Foster Youth  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 students
Homeless  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 students	Socioeconomically Disadvantaged  Red 11.3% chronically absent Increased 3.4% 212 students	Students with Disabilities  Green 5.2% chronically absent Declined 0.6% 58 students

2018 Fall Dashboard Chronic Absenteeism by Race/Ethnicity

African American  No Performance Color 10% chronically absent Increased 10% 20 students	American Indian  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 students	Asian  Orange 6.1% chronically absent Increased 3.8% 212 students	Filipino  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 9 students
Hispanic  Green 8.1% chronically absent Declined 2.2% 111 students	Two or More Races  Orange 14.8% chronically absent Increased 8.3% 135 students	Pacific Islander  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 students	White  Orange 6.9% chronically absent Increased 4.7% 130 students

Conclusions based on this data:

1. This is the first year that we have received a performance color for chronic absenteeism as a measure of school performance. This data will be very helpful to determine barriers to student progress. The greatest area of concern for Ocean View is that overall 8.6% of students are chronically absent and the rate of chronic absenteeism increased by 3.8% from the year prior. One possible reason the high rate of chronic absenteeism is the lack of alignment with the UC Berkeley school calendar.
2. Hispanic students and students with disabilities demonstrated the highest performance in attendance and received a performance level of Green. Hispanic students decreased their rate of chronic absenteeism by 2% from the year prior. However, several subgroups demonstrated an increase in the rates of chronic absenteeism: English learners, students identified as socioeconomically disadvantaged, African American, Asian, Two or More Races and White.
3. As the district and site continues to monitor attendance, procedures for intervention need to be more rigorous and consistent. The leadership and site teams welcome opportunities to collaborate on potential interventions. At the site level, our intervention team includes attendance data in our review of individual students and site leadership is actively communicating and meeting with families of concern. Personal connection with families is a main goal for staff in an effort to build rapport, safety, and improvement. And finally, specific clerical staff designated in the area of attendance will be instrumental in our continued efforts to communicate with families and to offer interventions.

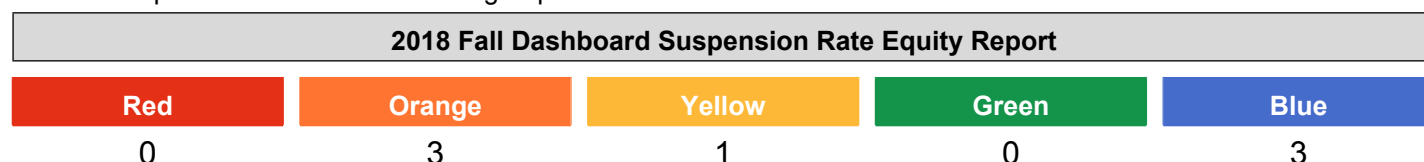
School and Student Performance Data

Conditions & Climate Suspension Rate







The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2018 Fall Dashboard Suspension Rate for All Students/Student Group		
All Students  Orange 1.3% suspended at least once Increased 0.5% 628 students	English Learners  Blue 0% suspended at least once Maintained 0% 207 students	Foster Youth  No Performance Color 0 Students
Homeless  No Performance Color 0 Students	Socioeconomically Disadvantaged  Yellow 1.9% suspended at least once Maintained -0.2% 214 students	Students with Disabilities  Orange 5.1% suspended at least once Increased 3.2% 59 students

2018 Fall Dashboard Suspension Rate by Race/Ethnicity

African American  No Performance Color 5% suspended at least once Increased 5% 20 students	American Indian  No Performance Color 0 Students	Asian  Blue 0% suspended at least once Maintained 0% 216 students	Filipino  No Performance Color Less than 11 Students - Data 9 students
Hispanic  Blue 0% suspended at least once Declined -1.7% 112 students	Two or More Races  Orange 2.9% suspended at least once Increased 1% 139 students	Pacific Islander  No Performance Color 0 Students	White  Orange 2.3% suspended at least once Increased 1.5% 132 students

This section provides a view of the percentage of students who were suspended.

2018 Fall Dashboard Suspension Rate by Year

2016	2017	2018
0.3% suspended at least once	0.8% suspended at least once	1.3% suspended at least once

Conclusions based on this data:

- Overall, our suspension rate is extremely low. While suspension is considered an intervention in progressive discipline, it is the least desirable option considered. We have a variety of interventions to support social/emotional progress, and we rely on suspending students as a last measure for consequence.
- We notice that greatest decrease in our suspension rate was our Hispanic student group and the highest increase in suspension was our students with disabilities.
- In conclusion, while our overall suspension rate is low we continue to work on practices and procedures for wrap-around services when a student's behavior is severe, persistent, or elevating over time. The schools intervention team considers behavior needs as relevant as academic need. However, the social/emotional interventions available through, in particular, general education are lacking in depth and staffing. Specifically, at our elementary sites. Typically it is the principal's role to intervene with behavior needs that may require students to be removed from the classroom. Our teachers continue to challenge that viewpoint as we look for ways to better work together. In addition, we continue to need additional staff development on trauma informed practices, restorative justice practices and social emotional instruction. With the possibility of our school being split on to two school sites we also see a strong need to continue to commit to common expectations throughout the school.

Goals, Strategies, & Proposed Expenditures

Goal 1

Subject

English-Language Arts

Goal Statement

All students will demonstrate growth.

1. The percentage of students exceeding or meeting standards will increase by 2-5% or remain the same.
2. All students will demonstrate growth in reading and written language as compared to previous years and/or grade level assessments.
3. We will maintain or increase the percentage of students scoring at grade level performance.
4. Including all subgroups, students will be expected to perform at grade level. In the cases where student groups are under-performing these levels, targeted and explicit instruction and supports will be designed for in or out-of-class intervention in reading and written language.

LCAP 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.

Basis for this Goal

California Assessment of Student Performance and Progress (CAASPP) and local benchmarks for ELA and writing, 2017-18

Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
CAASPP	69% of students met or exceeded standards on the English language arts summative assessment.	We will increase the percentage of students meeting or exceeded standards on the English language arts summative assessment by 2-5%.

Planned Strategies/Activities

Strategy/Activity 1

Alignment of Instruction with California Content Standards – English Language Arts

We will implement instruction aligned to the Common Core State Standards through grade level collaboration, use of instructional guides and curriculum, and professional development.

Assessment Review and Analysis:

We will review and analyze district and local reading and writing assessment data to identify every student's performance level. This analysis will allow us to determine the achievement gaps within groups of students and develop plans to better meet the instructional needs of all students.

Consistent use of assessments will inform us of our students' understanding of concepts, drive instructional decisions, and offer means for dialogue about teaching practices and student progress. Staff will use lists of current students, lists

of students newly enrolled in AUSD, lists of students identified through assessment data for targeted intervention support.

Students to be Served by this Strategy/Activity

All students groups will be served through these strategies and interventions

Timeline

Ongoing

1. Reading assessment data of students identified for additional targeted intervention supports.
2. Review English Language Proficiency Assessments for California (ELPAC) data to determine designated ELD services of students and all additional supports that can be provided.

Person(s) Responsible

Teachers, ELD specialists, and Site Admin

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 2

Professional Development:

Provide professional development and implementation of CCSS curriculum materials as curriculum and trainings pertain to individual, site, and district needs. Offer supports for the continued implementation of Units of Study reading/writing program and the use of direct/explicit language instruction. Staff will utilize cross-site collaboration opportunities and site leadership guidance to support this goal.

Professional Development:

We will provide continued professional development opportunities for school wide implementation of Units of Study reading and writing programs with the use of direct/explicit language instruction.

Students to be Served by this Strategy/Activity

All students groups will be provided the outcomes of these teacher professional development experiences

Timeline

Throughout the school year

Person(s) Responsible

Site Admin, Grade level teams, Support Teachers

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 3

Evaluate and prioritize our Language Arts curriculum needs to determine what additional materials should be considered for purchase in order to further align classroom materials with CCSS. Staff will evaluate and improve our instructional strategies through professional development, reflection, and administrative feedback We will utilize grade level meeting notes, student achievement data, and resources related to CCSS curriculum materials.

Grade Level Collaboration

We will provide regular opportunities for teacher collaboration to plan lesson delivery, discuss student data and make instructional decisions.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

During 2019-2020 bi-monthly grade level meeting time will be dedicated to grade levels to discuss improvements in instructional strategies, lesson planning and reflecting on practices.

Person(s) Responsible

Site Admin, grade level teams, support Teachers

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 4

Provide weekly opportunities for teachers to partner in collaborative discussions. During this time they will have opportunities to reflect on student learning and assessment data, to plan for both short and long-term units and lessons, to deepen knowledge of curriculum, and to engage in professional development as a team.

Staff will utilize grade level meeting notes, cited changes and improvements in instructional strategies as evidenced by lesson plans, observations and walk-throughs resulting in increasing student proficiency levels

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, grade level teams, support Teachers

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 5

Provide teachers opportunities to build leadership capacity in helping to plan and facilitate professional development focused on CA State Standards in Language Arts.

Staff will monitor the calendar for planned and executed professional development during weekly meetings, cross-site meeting agendas, and release professional days, changes and improvements in instructional strategies as evidenced by lesson plans, observations, walk-through, meeting notes resulting in increasing student proficiency levels

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, site leadership team, support teachers

Proposed Expenditures for this Strategy/Activity

Amount	7,000
Source	General Fund
Budget Reference	1000-1999: Certificated Personnel Salaries

Strategy/Activity 6

Offer collaboration time through the use of two release days to each grade level team for planning instruction and adjust pacing guides, discuss common instructional practices and assessments, and align their work across the grade level to the state standards. Staff will utilize grade level meeting agendas and minutes, samples of common assessments, student achievement results from common assessments. Time for analysis of student work in reading and writing, through structures designed to discuss student progress, and plan for next steps.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Grade level reps and Site Admin

Proposed Expenditures for this Strategy/Activity

Amount	10,000
Source	General Fund
Budget Reference	1000-1999: Certificated Personnel Salaries

Strategy/Activity 7

Provide systems, structures, and funds for purchase of identified materials needed for differentiated instruction.

1. Classroom Subscriptions
2. New teacher set up
3. Classroom supplies for K-5 (allotment)
4. Instructional supplies (general supplies)
5. Purchase of books to support the new adoption of Lucy Calkin's Units of Study Reading

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, site leadership team, support teachers

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 8

Monitor and track target students through implementation of a ELA target team including classroom and intervention teachers in the Fall. Analysis of multiple measures will be used to identify target students for available in school interventions . These students will be monitored for progress while participating in interventions throughout the year. Staff will utilize lists of Identified Target Students (names, needs, skills, assessment results).

Students to be Served by this Strategy/Activity

Target students who demonstrate the need for ELA interventions

Timeline

Fall and ongoing as needed

Person(s) Responsible

Site Admin, Classroom Teachers and ELD, Reading Specialist

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 9

Provide reading intervention service for our students that qualify for additional support in reading and written language. Staff will utilize lists of students served by interventions, Reading Specialist's schedule, lesson plans, pre/post assessment results.

Students to be Served by this Strategy/Activity

Target students will to be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, Classroom Teachers and Reading Specialists

Proposed Expenditures for this Strategy/Activity

Amount	81,000
Source	LCFF - Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	1.0 FTE Reading Specialist

Strategy/Activity 10

English Learner Placement & ELD Program

Support our English Language students through pullout support from our ELD Specialist. Support Intermediate students with push-in/co-teaching support during targeted ELA and writing periods in class.

Staff will utilize class placements, lists of students served by ELD services, ELD Specialists' schedule, lesson plans, pre/post assessment results, & ELPAC data results.

Students to be Served by this Strategy/Activity

All qualifying English Language students

Timeline

Fall and spring students will be ELPAC tested, and served through English Language Development (ELD) supports

Person(s) Responsible

Site Admin, ELD Specialists, Teachers,

Proposed Expenditures for this Strategy/Activity

Amount	175,000
Source	LCFF - Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	2.2 FTE ELD Specialists

Strategy/Activity 11

Parent Education Events

We will provide Parent Education Night(s) through Reading Specialist and grade level for Early reading and Non-fiction reading evenings.

Provide opportunities for parents of English Language Learners to build their skills in assisting their children at home in reading/writing with the support of the English Language Advisory Committee (ELAC). Staff will utilize ELAC meeting agendas and notes. ELD and District teams will offer regular English Learner Advisory Committee (ELAC) and District English Learner Advisory (DELAC) parent meetings.

Students to be Served by this Strategy/Activity

All students families as well as English Learner families will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, ELAC Representatives, teachers, other representatives

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 12

Provide translators as often as possible for parent/teacher meetings.

Provide translations of documents in as many languages as possible, with the priority on translating into Chinese (Mandarin), Korean, and Japanese, and Spanish.

Students to be Served by this Strategy/Activity

All English Learner students

Timeline

Ongoing

Person(s) Responsible

Site Admin, ELD Specialists, volunteers/district staff

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 13

Communication with Family Community:

We will provide information for families through ELAC and PTA meetings, school marquee, website, school and classroom newsletters, library website, and on-line reading program.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin and classroom teachers.

Proposed Expenditures for this Strategy/Activity

Goals, Strategies, & Proposed Expenditures

Goal 2

Subject

Mathematics

Goal Statement

Mathematics

All students will demonstrate growth.

1. The percentage of students exceeding or meeting standards will increase by 2-5% or remain the same.
2. We will maintain or increase the percentage of students scoring at grade level performance. All students, including all subgroups, will be expected to perform at grade level. In the cases where student groups are under-performing these levels, targeted and explicit instruction will be designed for in and or out-of-class intervention.

LCAP 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.

Basis for this Goal

CAASPP Mathematics data (2017-2018)

Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
CAASPP Mathematics Results	68% of all students met or exceeded standards on the mathematics summative assessment.	The percentage of students who meet or exceed standards on the mathematics summative assessment will increase by 2-5%.

Planned Strategies/Activities

Strategy/Activity 1

Assessment Review and Analysis:

We will review and analyze district and local math assessment data to identify every student's performance level. This analysis will allow us to determine the achievement gaps that exist between groups of students and develop plans to better meet the instructional needs of all students.

1. Consistent use of assessments will inform us of our students' understanding of concepts, drive instructional decisions, and offer means for dialogue about teaching practices and student progress. Staff will utilize lists of current students, lists of students newly enrolled in AUSD, lists of students identified for targeted math intervention support

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Teachers, and Site Administrators

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 2

Common Core State Standards Implementation:

We have fully implemented CCSS in Math. Teachers in grades K-3 use the Investigations math program as their primary CCSS-aligned math curriculum. Teachers in grades 4-5 use the Math Expressions program as their primary CCSS-aligned math curriculum.

Evaluate and prioritize our math curriculum needs to determine what additional materials should be considered for purchase in order to refine classroom materials that align with CCCS.

Staff will utilize grade level meeting notes, student achievement data, resources related to CCSS curriculum materials

Dedicated grade level meeting time to coordinate instruction, adjust pacing guides and identify any additional curriculum to address gaps in current curriculum and coordinate unit assessments with grade level team

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, grade level teachers, ILT team

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 3

Provide weekly opportunities for teachers to partner in collaborative discussions. During this time they will have opportunities to reflect how Social Justice Math can influence student outcomes and on student learning and assessment data. Also, staff will plan for both short and long-term units and lessons, to deepen knowledge of curriculum, and to engage in professional development as a team.

Staff will utilize grade level meeting notes, cited changes and improvements in instructional strategies as evidenced by lesson plans, observations and walk-throughs resulting in rising student proficiency levels.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin and Grade level teams

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 4

Provide regular professional development opportunities for teachers to enhance their skills with the implementation of the District-adopted, CCSS-aligned math programs, Investigations (grades K-3) and Math Expressions (grades 4-5). Staff will monitor calendar for planned and executed professional development.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, District Staff and Teachers

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 5

Provide teachers opportunities to build leadership capacity in helping to plan and facilitate professional development focused on CCSS in Math. Staff will monitor changes and improvements in instructional strategies as evidenced by lesson plans, observations, walk-throughs, meeting notes resulting in rising student proficiency levels

Administer local math assessments each trimester. Assessment results will support progress on report cards.

Staff will utilize grade level meeting notes, cited changes and improvements in instructional strategies as evidenced by lesson plans.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Administrators, Teachers, and PTA representatives

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 6

Provide intervention programs and supports for students in classes grades 1 -5 including in-class para-educator support, small group, and flexible re- grouping strategies.

*Use of online and adaptive software programs to support students needing extension and extra support in K-5 classrooms.

Students to be Served by this Strategy/Activity

All students as well targeted students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, teachers

Proposed Expenditures for this Strategy/Activity

Amount	15,000
Source	LCFF - Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries
Amount	6,000
Source	LCFF - Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries
Amount	2000
Source	LCFF - Supplemental
Budget Reference	4000-4999: Books And Supplies

Strategy/Activity 7

Parent Education:

PTA Annual Community Math Night

Annual Parent Education targeting parents our African American, Hispanic and English Language Learner families through the Math Night Evening program supporting math instruction at school.

Software programs: Splash Math, IXL and other online math subscriptions offer student, teacher and parent communication through math study.

Students to be Served by this Strategy/Activity

Timeline

Person(s) Responsible

Proposed Expenditures for this Strategy/Activity

Goals, Strategies, & Proposed Expenditures

Goal 3

Subject

School Climate and Student Well-Being

Goal Statement

Ocean View will provide a safe, engaging environment, in which each member of our community is encouraged to strive for excellence, to foster equality, and to value inclusion. We will support our community in this work of broadening social, cultural, and racial understanding through the integration of the district's Social-Emotional and Social Justice Competencies.

We will identify individual social-emotional and behavior needs and apply collaborative appropriate interventions.

1. Implement social-emotional and behavioral interventions, support programs and policies to reflect current research and best practices.
2. We will foster students' social-emotional development by providing a safe and inclusive learning environment and a positive school culture.
3. We will support students social-emotional development by providing regular community building opportunities.

LCAP Goal

AUSD Local Control Accountability Plan (LCAP) Goal #2: We will identify individual social-emotional and behavior needs and apply collaborative appropriate interventions.

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

Basis for this Goal

Student Attendance Records, CA Healthy Kids Survey results, Referrals, Counseling usage and request, Student Success Team (SST), Student Attendance Review Team (SART) and Student Attendance Review Board (SARB)

Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
CA Healthy Kids Survey for 17-18, Attendance data, Suspension data	HEALTHY KIDS SURVEY - 54% "Feel Happy at School All The Time"	Maintain or increase by 2-5% in 2020 survey

Planned Strategies/Activities

Strategy/Activity 1

We will continue to have a "BEST Behavior" Committee (composed of student leadership, their facilitators, and principal) lead three assemblies that explicitly teach concepts and strategies to help students understand and utilize the "3 Bs." (Be Safe, Be Respectful, Be Responsible)

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Three assemblies, one per trimester, with Safe, Responsible, and Respectful themes.

Person(s) Responsible

Principal, BEST Team, AUSD Safe Schools Coordinator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 2

We will continue to have six sing-a-long assemblies focusing on the following themes - Welcome Back, Unity Day, Holiday Celebrations, Friendship, Earth Day, and End-of-year.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

monthly throughout the year

Person(s) Responsible

Principal, Teachers & Site Staff

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 3

Instructional Strategies and Materials

Staff will be given the tools to provide instruction in the areas positive behavioral support of safe, respectful and responsible behaviors, anti-bias instruction, and physical fitness.

1. Continue to implement and investigate anti-bias and inclusive curriculum with integrated lessons on disability awareness, body size acceptance, gender expression, family diversity, name calling, and racial and cultural prejudice to address targeted bullying. Adopted curricula such as Welcoming Schools, Second Step, and Speak Up Be Safe will be continued, along with other thoughtfully considered supplements.

Continued implementation of Teaching for Tolerance designated lessons, activities, and community engagement as a means to teach social justice competencies and social learning standards.

Staff will utilize lesson plans, faculty meeting agendas and notes

School-wide Community Behavior Commitment:

We will continue to participate in the "Unity Day" campaign, including administering the "Unity pledge", "Being an Ally" training for student leadership, with school-wide participation

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Principal, Teachers & Site Staff, AUSD Safe Schools Coordinator, BEST Team

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 4

School-wide Positive Recognition:

We will maintain a system of positive recognition programs, including "Otter Tickets" (staff to student) for students caught being Safe, Responsible, and Respectful and "Toolbox Tickets" (peer to peer) from our community coaches for students who solve problems using "Toolbox" problem solving strategies.

Students to be Served by this Strategy/Activity

All students will be served by this Strategy

Timeline

Ongoing

Person(s) Responsible

BEST Team, Principal, Teachers, Site Staff, Community Coaches

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 5

School-wide Student Council Leadership:

Student Teacher Leader team will collaborate and train students in a one day training. These students will participate in Student Council, Conflict Managers and Community Coaches.

We will continue to have Student Council Leadership in the 5th grade and Student Council Representatives from grades 3rd-5th, who meet monthly to discuss current issues and events, to make decisions, and to bring school-wide information back to each classroom.

Teacher - Facilitators use common weekly prep time for planning and meetings with students.

Students to be Served by this Strategy/Activity

Students grades 3-5 will be served by this strategy

Timeline

Student Teacher leader team will work with Student Council Leaders and Representatives. Students are chosen by their peers in the Fall and then again in the Spring. They meet monthly as a whole group.

Person(s) Responsible

BEST Team, Site Admin, Teachers

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 6

Student Leadership for 4th Grade:

We will continue to have Community Coaches on duty at recess time. They provide recognition, in the form of "Toolbox Tickets" to students who are seen using positive problem solving strategies. They will also participate in presenting the BEST Behavior assemblies and sing-alongs.

Students to be Served by this Strategy/Activity

All students to be served by this strategy

Timeline

Community Coaches are chosen by their peers in the Fall and then again in the Spring. They are on duty daily.

Person(s) Responsible

BEST Team and Community Coach Facilitator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 7

Student Leadership for 3rd Grade:

We will continue to train Conflict Managers to help students solve conflicts with another peer. Conflict Managers will also participate in presenting the BEST Behavior assemblies and sing-alongs.

Students to be Served by this Strategy/Activity

All 3rd grade students will be served by this strategy

Timeline

Conflict Managers are chosen by their peers in the Fall and then again in the Spring. They are on duty daily. (Half Day training in Fall and Spring)

Person(s) Responsible

BEST Team Conflict Manager Facilitator

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 8

Student Leadership for 3rd -5th Grade (OLA):

We will continue to have the Ocean View Language Ambassador Program to provide ELA students leadership opportunities and welcome new students to Ocean View whose first language is not English.

Students to be Served by this Strategy/Activity

all students will be served by this strategy

Timeline

OLA members apply during the spring of the previous year and perform their duties as needed during the school year.

Person(s) Responsible

ELD Staff,

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 9

Student Social/Emotional Resiliency in the classroom:

We will continue to foster social/emotional resiliency in our students, K – 5 through teaching Second Step, a social skills curriculum that aims to enhance students' social-emotional competence. Second Step curriculum, Brain Gym, Welcoming Schools Curriculum, S'Cool Moves, mindfulness, and Speak-Up and Be Safe Curriculum.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, teachers, BEST team

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 10

Mental Health Counseling:

We will continue to offer mental health services that include on-call interventions, individual and small group counseling sessions.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Principal, Staff, Counselor and Counseling Interns

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 11

Clubs and Activities during the school day:

We will provide clubs and activities that help students interact in a positive way, such as Game Time in Room 8, Lunchtime Games in the Library, and Noontime Field Games.

Students to be Served by this Strategy/Activity

All students will be served by this strategy

Timeline

Throughout the year we will offer daily opportunities for student participation during lunch recess grades 1-5.

Person(s) Responsible

Site Admin, Teachers,

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 12

Services will be provided to assist staff and students.

1. Utilize Student Study Team weekly process to help evaluate our at-risk students using SST tracking sheets, supporting documentation, and team meeting suggestions. Staff will monitor the schedule of SST meetings, the SST meeting notes, assessment results.

Students to be Served by this Strategy/Activity

All students may be served by this strategy

Timeline

Weekly SST Meetings and 504 referrals meetings as needed.

Person(s) Responsible

Student Success Team Coordinator: SST team, Parents

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 13

Home-School Communication:

Students, parents, and the community will be informed about school policies and procedures related to the rules and regulations and positive campus climate through district/school and classroom website, Parent/Teacher Handbook, regular school and classroom newsletters, the auto dialer, and the school marquee.

Students to be Served by this Strategy/Activity

All students and families may be served by this strategy

Timeline

Fall of each year the Parent Handbook is made available with parent sign off form for school safety and discipline policies.

Ongoing updates from the district, school website, school and classroom newsletter, the auto dialer, and school marquee.

Person(s) Responsible

Principal, Office Staff, Teachers

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 14

Breakfast Program:

Provide all students who begin school at 8:30 am with healthy breakfast choices prior to the start of school (8:00am – 8:20am).

Students to be Served by this Strategy/Activity

All students may be served by this strategy

Timeline

Every school day 8am -8:20am

Person(s) Responsible

Food Services Staff, custodians

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 15

Emergency Planning Team will meet regularly to update plan, develop staff training and replenish needed supplies.

Maintain Emergency Preparedness Supplies on campus:

- Emergency Backpacks/Folders updated annually
- Emergency Preparedness Container supplies updated through as needed
- Emergency Drill Schedule and Safety Plan updated annually

Students to be Served by this Strategy/Activity

All students to be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Administrator, Teachers

Proposed Expenditures for this Strategy/Activity

Source

Parent-Teacher Association (PTA)

Strategy/Activity 16

Staff will offer opportunities for parents and the community to participate in the educational process

1. Students, parents, and the community will be informed about school attendance policies and procedures related to a positive school climate and student success.

Staff will monitor the agreements signed by parents and students, communication through Parent & Student Handbook, weekly school-wide newsletters, marquee and on district, school website.

Students to be Served by this Strategy/Activity

All students to be served by this strategy

Timeline

Ongoing

Person(s) Responsible

Site Admin, teachers

Proposed Expenditures for this Strategy/Activity

Strategy/Activity 17

Parent Education events organized through the coordination with all elementary PTA's for topics related to supporting students and family social-emotional health.

Students to be Served by this Strategy/Activity

All students to be served by this strategy

Timeline

Ongoing

Person(s) Responsible

PTA, Site Admin

Proposed Expenditures for this Strategy/Activity

Annual Review and Update

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

1 School Principal

3 Classroom Teachers

2 Parent or Community Members

Name of Members	Role
Terry Georgeson	Principal
Rachel Anderson	Parent or Community Member
Rebecca Sprenger	Classroom Teacher
Beth Dunn	Classroom Teacher
Dwight Ford	Parent or Community Member
Rebecca Eros	Other School Staff

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 5/16/16.

Attested:

Principal, Terry Georgeson on

SSC Chairperson, Rachel Anderson on

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

ITEM: BOARD POLICY 5145.9 (Hate-Motivated Behavior)

**PREPARED BY: MARIE WILLIAMS,
ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES**

TYPE OF ITEM: CONSENT

PURPOSE: The purpose of this item is for the Board of Education to review and approve Board Policy and Administrative Regulation 5145.9 (Hate-Motivated Behavior).

DETAILS:

The following is a summary of changes made to Board Policy 5145.9 (Hate-Motivated Behavior) by the District's Board Policy Committee:

- The sentence that begins: "The District shall provide students with age-appropriate instruction..." reflects revised CSBA sample board policy language.
- The sentence that begins: "The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior..." reflects revised CSBA sample board policy language.
- The following language was removed from the the board policy and included in the new administrative regulation:
 - Procedure for filing a complaint in accordance with uniform complaint procedures.
 - Professional development for staff and students.

California School Boards Association (CSBA) does not have a sample Administrative Regulation 5145.9; therefore, AUSD created a draft administrative regulation using sample language from neighboring districts and with input from the District's site administrators.

Board Policy and Administrative Regulation 5145.9 (Hate-Motivated Behavior) was presented for review and discussion at the May 14, 2019 AUSD Governing Board Meeting, and additional revisions were made (the additional changes are underlined and highlighted in yellow in the attached Board Policy and Administrative Regulation).

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: APPROVE BOARD POLICY 5145.9 (HATE-MOTIVATED BEHAVIOR)

Albany USD

Board Policy

Hate-Motivated Behavior

BP 5145.9

Students

In order to create a safe learning environment for all students, The Governing Board of Education will protect and defend the right of every student to be free from hate-motivated behavior. It is the intent of the Board to and The Governing Board will promote harmonious relationships among students so as to that enable students them to gain a true understanding of the civil rights and social responsibilities of people in our society. The District prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sexual orientation, physical/mental attributes, or religious beliefs or practices shall not be tolerated.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism, Theft and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 6141.6 - Multicultural Education)

The District shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their understanding of and respect for human rights, diversity, and acceptance in a multicultural society, and provides strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.94 - History-Social Science Instruction)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Grievance Procedures

~~Any student who feels that he/she is a victim~~ Any person who has experienced, or has knowledge of, hate-motivated behavior is strongly encouraged to report it to any staff member who will then notify the Principal. ~~shall immediately contact the principal or designee. If the student believes that the situation has not been remedied by the principal or designee, he/she may file a complaint in accordance with district complaint procedures.~~ A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, board policy, and administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131- Conduct)

(cf. 5144- Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5145.7 - Sexual Harassment)

Staff who **are informed** ~~receive notice of~~ hate-motivated behavior or personally observe such behavior shall notify the Principal, ~~Superintendent~~ or designee, and/or law enforcement, as appropriate. ~~Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board policy and administrative regulation.~~

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

As necessary, In addition, the dDistrict shall provide counseling, guidance and support to students who are affected by victims of hate-motivated behavior and to students who exhibit such behavior, and appropriate sensitivity training and diversity education for students exhibiting hate-motivated behavior. The district shall also provide counseling, guidance and support, as necessary, to those students who are the victims of hate-motivated behavior.

(cf. 6164.2 - Guidance/Counseling Services)

~~The Superintendent or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways.~~

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

~~The district shall provide age-appropriate instruction to help promote understanding of and respect for human rights.~~

~~At the beginning of each school year, students and staff shall receive a copy of the district's policy on hate-motivated behavior.~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention - Laws and Regulations, April 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL

ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997

WEB SITES

CSBA: <http://www.csba.org>

California Association of Human Relations Organizations: <http://www.cahro.org>

California Department of Education: <http://www.cde.ca.gov>

National Youth Violence Prevention Resource Center: <http://www.safeyouth.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Community Relations Service: <http://www.usdoj.gov/crs>

Policy ALBANY UNIFIED SCHOOL DISTRICT

adopted: October 6, 2009 Albany, California

revised: June 15, 2010

revised:

Albany USD

Board Policy

Hate-Motivated Behavior

BP 5145.9

Students

In order to create a safe learning environment for all students, the Governing Board will protect and defend the right of every student to be free from hate-motivated behavior. The Governing Board will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The District prohibits discriminatory behavior or statements that degrade an individual on the basis of their actual or perceived race, ethnicity, culture, heritage, gender, sexual orientation, physical/mental attributes, or religious beliefs or practices.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism, Theft and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 6141.6 - Multicultural Education)

The District shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their understanding of and respect for human rights, diversity, and acceptance in a multicultural society, and provides strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.94 - History-Social Science Instruction)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Grievance Procedures

Any person who has experienced, or has knowledge of, hate-motivated behavior is strongly encouraged to report it to any staff member who will then notify the Principal. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, board policy, and administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131- Conduct)

(cf. 5144-Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5145.7 - Sexual Harassment)

Staff who are informed of hate-motivated behavior or personally observe such behavior shall notify the Principal, or designee, and/or law enforcement, as appropriate.

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

As necessary, the District shall provide counseling, guidance and support to students who are affected by hate-motivated behavior to students who exhibit such behavior.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

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Policy ALBANY UNIFIED SCHOOL DISTRICT

adopted: October 6, 2009 Albany, California

revised: June 15, 2010

revised:

**Albany Unified School District
Administrative Regulation**

AR 5145.9

Students

Hate-Motivated Behavior

Definitions

Hate-Motivated Behavior

An incident of hate-motivated behavior is any act, attempted act, or speech intended to discriminate against or to willfully injure, intimidate, interfere with, oppress or threaten by force or threat ~~by force or threat~~ of force, any person because of that person's real or perceived ethnicity, national origin, immigrant status, religious belief, gender, gender expression, sexual orientation, age, mental or physical disability, political affiliation, or any other physical or cultural characteristic.

Hate Crimes

An incident of hate-motivated behavior may also be a crime pursuant to California Penal Code 422.6. Hate crimes are defined under specific penal code sections as an act or an attempted act by any person against the person or property of another individual or group which in any way constitutes an expression of hostility toward the victim because of his or her race, religion, disability, gender, ethnicity, or sexual orientation. Any suspected hate-motivated crime must be promptly reported to the appropriate law enforcement agency, and the District Attorney may choose to prosecute the alleged perpetrator.

Reporting and Investigation Procedures

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.

The District prohibits retaliatory behavior against any participant in the complaint process. Information related to a complaint of hate-motivated behavior shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

Any employee who, within the scope of their employment, has knowledge of, observes, or reasonably suspects acts of hate-motivated behavior, shall report the known or suspected incident to the site administrator or designee as soon as practicably possible and within one school day of the staff member becoming aware of the incident. Acts of hate-motivated behavior will be given priority attention and investigations will commence within one school day of the incident being reported.

1. The appropriate law enforcement and/or Child Protectives Services agency will be notified as appropriate) if there is evidence indicating that a hate-motivated crime has occurred. Behaviors

described in Penal Code 422.6 require mandatory reporting. Law enforcement officers may proceed with a concurrent investigation based upon California Penal Code violations.

2. The principal or designee will conduct an investigation of the incident. In determining whether an act of hate-motivated behavior has occurred, the principal or designee will do the following:
 - a. Meet/speak with, and gather written statements from, the complainant, accused party, and any witnesses.
 - b. Gather physical evidence pertaining to the incident (as available).
3. A student found to have engaged in hate-motivated behavior may be subject to discipline up to and including expulsion. Such disciplinary action shall be in accordance with law, board policy, administrative regulation, law, and the school level behavior matrices.
4. Parents/guardians of the offender and victim will be notified and individual conferences scheduled as appropriate.
5. Upon verifying that an incident of hate-motivated behavior occurred, the parent/guardian and the student will be informed that they may file a formal complaint in accordance with the Uniform Complaint Procedures (BP 1312.3).
6. The District shall provide counseling, guidance and support, as necessary, to those students who are **affected by** the victims of hate-motivated behavior. The district shall provide counseling and appropriate sensitivity training and diversity education for students demonstrating hate-motivated behavior.

Professional Development/Staff Training

The Superintendent or designee shall provide professional development to assist staff in developing the following:

1. Programs that teach respect for differences and counteract biases and stereotypical perceptions.
2. Age-appropriate instruction to help promote understanding of and respect for human rights.

Notice to Parents/Guardians and Students

The District's hate-motivated behavior board policy and **Administrative Regulation** administration will be provided to every District employee and student at the beginning of the school year, upon enrollment for new students enrolling during the school year, and to new employees when the new employee is hired.

**Albany Unified School District
Administrative Regulation**

AR 5145.9

Students

Hate-Motivated Behavior

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**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

ITEM: MASTER CONTRACT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND HERITAGE SCHOOLS, INC.

PREPARED BY: DIANE MARIE, DIRECTOR OF SPECIAL EDUCATION

TYPE OF ITEM: CONSENT

PURPOSE:

Board of Trustees to ratify the Master Contract between Albany Unified School District and Heritage Schools, Inc. for 2018-2019.

BACKGROUND INFORMATION:

Heritage is a residential treatment center that provides basic education and related services for students whose needs cannot be met in a public school setting and require placement at this type of facility.

DETAILS:

Heritage Schools, Inc. will provide basic education, room and board and related services for a District student.

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

KEY QUESTIONS AND ANSWERS:

Q. Why is this contract being ratified?

A. The District needed to arrange immediate placement in order to meet the student's educational needs. To wait for the contract to be presented to the Board would have jeopardized these needs.

Q. Why is this contract being renewed this late in the school year?

A. The District contracted with Heritage Schools, Inc. last school year; however, until recently did not have a need to contract for this school year.

FINANCIAL INFORMATION:

Not to exceed \$21,136.00

STRATEGIC OBJECTIVES ADDRESSED:



Objective #1: Assess and Increase Academic Success. **Goal:** We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth

so that all students will achieve their fullest potential.



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

RECOMMENDATION: Ratify the Master Contract between the Albany Unified School District and Heritage Schools, Inc. for 2018-2019.

*Nonpublic, Nonsectarian
School/Agency Services*

Master Contract

2018-19

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Contract Year: 2018-2019

LEA: Albany Unified School District

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

Heritage Schools Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL
PROVISIONS**

1) MASTER CONTRACT

- a) This Master Contract is entered into this 14th day of May, between the Albany Unified School District (hereinafter referred to as "LEA") and Heritage Schools, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Program (hereinafter referred to as "IEP"), and/or Individual Family Service Plan (hereinafter referred to as IFSP)
- b) The Collaborative: The Bay Area Collaborative represents ten (10) SELPAs and Member NPA/S (see appendix A for a complete listing and contact information). Nonpublic schools and nonpublic agencies that are contracting with in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area

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

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

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

2) DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

3) TERM OF MASTER CONTRACT

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

4) CERTIFICATION AND LICENSES

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

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

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

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

5) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

6) RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

7) INTEGRATION / CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

8) INDIVIDUAL SERVICES AGREEMENT

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

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

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

ADMINISTRATION OF CONTRACT

9) NOTICES

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

Diane Marie, Director of Special Education
Albany Unified School District
819 Bancroft Way
Berkeley, CA 94710
510-559-6536

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

10) MAINTENANCE OF RECORDS

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

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

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

11) SEVERABILITY CLAUSE

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

12) SUCCESSORS IN INTEREST

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

13) VENUE AND GOVERNING LAW

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

14) MODIFICATIONS AND AMENDMENTS

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

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

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

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

16) INSURANCE

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

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

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

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

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

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

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

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

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

17) INDEMNIFICATION AND HOLD HARMLESS

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

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

18) INDEPENDENT CONTRACTOR

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

19) SUBCONTRACTING

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

20) CONFLICTS OF INTEREST

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

21) NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

22) FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

23) GENERAL PROGRAM OF INSTRUCTION

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

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

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

b) Transportation Services:

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

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

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

24) INSTRUCTIONAL MINUTES

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

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

25) CLASS SIZE

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

26) CALENDARS

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

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

27) DATA REPORTING

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

28) LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

29) STATEWIDE ACHIEVEMENT TESTING

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

30) ATTENDANCE AT DISTRICT MANDATED MEETINGS

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

31) POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

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

32) STUDENT DISCIPLINE

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

33) IEP / IFSP TEAM MEETINGS

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

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

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

34) SURROGATE PARENTS AND FOSTER YOUTH

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

35) DUE PROCESS PROCEEDINGS

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

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

36) COMPLAINT PROCEDURES

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

37) LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

38) TRANSCRIPTS

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

39) LEA STUDENT CHANGE OF RESIDENCE

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

40) WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

41) PARENT ACCESS

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

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

42) SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

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

43) LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

44) STATE MEAL MANDATE

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

45) MONITORING

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

PERSONNEL

46) FINGERPRINT CLEARANCE REQUIREMENTS

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

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

47) STAFF QUALIFICATIONS

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

48) VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

49) STAFF ABSENCE

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

HEALTH AND SAFETY MANDATES

50) HEALTH AND SAFETY

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

51) FACILITIES, FACILITIES MODIFICATIONS AND FIRE DRILLS

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

52) ADMINISTRATION OF MEDICATION

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

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

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

53) INCIDENT/ACCIDENT REPORTING

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

54) MANDATED REPORTING REQUIREMENTS

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

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

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

55) SEXUAL HARASSMENT

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

56) REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

58) RIGHT TO WITHHOLD PAYMENT

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

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

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

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

59) PAYMENT FROM OUTSIDE AGENCIES

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

60) PAYMENT FOR STUDENT ABSENCES

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

- i) **Positive Attendance Method**

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

- ii) **Excused Absence Method**

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

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

61) NONPUBLIC AGENCY PUPIL ABSENCE

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

62) INSPECTION AND AUDIT

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

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

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

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

63. RATE SCHEDULE

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

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

The CONTRACTOR: Heritage Schools, Inc.

The CONTRACTOR CDS NUMBER: _____

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

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

a) Non-Bundled Education Program

i) General Program Tuition Daily Rate: \$130.00

ii) Related Services:

Service	Rate	Period
Intensive Individual Services (340)	\$30.00	Hour
Language and Speech (415) INDIVIDUAL	\$90.00	Hour
Language and Speech (415) GROUP		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450) INDIVIDUAL	\$110.00	Hour
Occupational Therapy (450) GROUP		
Physical Therapy (460) INDIVIDUAL		
Physical Therapy (460) INDIVIDUAL		
Individual Counseling (510)	\$87.00	Hour
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		

Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Room and Board	\$250.00	Day
Service		

b) Bundled Education Program

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

APPROVALS

Master Contract approved by the governing Board on _____

Total amount of contract not to exceed \$21,136.00

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

CONTRACTOR	DISTRICT
Heritage Schools, Inc.	Albany Unified School District
(Signature & Date)	(Signature & Date)
Kevin Curtis, C.O.O.	Diane Marie, Director of Special Education
(Notices to Contractor shall be addressed to) Heritage Schools, Inc.	Notices to LEA shall be addressed to: Albany Unified School District Victoria Berndt, Special Education Secretary
5600 Heritage School Drive	819 Bancroft Way
Provo, UT 84604	Berkeley, CA 94710
Phone: 801-226-4600 Fax: 801-226-4696 Email: Website: www.heritagertc.org	Phone: 510-559-6536 Fax: 510-559-6543 Email: vberndt@ausdk12.org Website: www.ausdk12.org

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

ITEM: **INDEPENDENT CONTRACTOR AGREEMENT WITH
PROCARE THERAPY, INC.**

PREPARED BY: **CARRIE NERHEIM , DIRECTOR, STUDENT SERVICES**

TYPE OF ITEM: **CONSENT**

PURPOSE: For the Board to approve the Independent Contractor Agreement with ProCare Therapy, Inc. for 2019-2020.

BACKGROUND INFORMATION/DETAILS:

On October 23, 2018, the Board of Education approved a contract with ProCare Therapy, Inc. to procure the services of a Licensed Vocational Nurse (LVN), to provide support throughout the school day to a student with a medical condition. The student will continue to need this support for the 2019-2020 school year; thus, we are requesting to renew the contract with ProCare Therapy, Inc.

FINANCIAL INFORMATION:

The contract will run from August 24, 2019 through Friday, June 10th, 2020. The cost is \$56.85 per hour for a minimum of 27.5 hours per week excluding holidays. The total cost will not exceed \$58,000.00.

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.*



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

RECOMMENDATION: APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH PROCARE THERAPY, INC.

ADDENDUM A

Client Assignment Confirmation



This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and ProCare Therapy. Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

ProCare Consultant: Fenesha Hill

School District Name (Client): Albany Unified School District

Start Date: 8/27/2019

End Date: 6/12/2020

Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.

Position: Licensed Vocational Nurse

Position Details: Part-Time LVN for Albany Unified School District

Bill Rate: \$56.85 per hour

Minimum Hours: 27.5

Overtime Rate: n/a

Holiday Rate: n/a

Billing Workweek: Monday – Sunday

- Additional Terms:
- a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax-exempt entity.
 - b) If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
 - c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.
 - d) Non-Discrimination. PROVIDER shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.

Miscellaneous:

ALBANY UNIFIED SCHOOL DISTRICT

Client Name

Client Representative Signature*

Date

Print Name

Title

PROCARE THERAPY, INC.

Chelsea Serr

5/14/19

ProCare Therapy Representative Signature

Date

Chelsea Serr

Print Name

Division Director

Title

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.*

ReqPay12c

Board Report

April 2019 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51190850	04/01/2019	ACCURATE LABEL DESIGNS	010-4300	AMS VISITOR PASSES	164.41	
				Unpaid Sales Tax	13.46-	150.95
51190851	04/01/2019	ACHIEVERS, INC.	010-4300	AHS DIPLOMAS		3,412.68
51190852	04/01/2019	AERIES SOFTWARE	010-5200	AERIES TRAINING - LAURIKS		400.00
51190853	04/01/2019	ALBANY HILL MINI MART	010-4300	FUEL FOR DISTRICT VEHICLES		1,830.51
51190854	04/01/2019	ALHAMBRA	010-4300	DISTRICT OFFICE WATER DELIVERY		112.24
51190855	04/01/2019	AMAZON CAPITAL SERVICES, INC.	010-4300	AMS BOOKS - GAME CHANGER!	31.94	
				CORNELL SUPPLIES	257.58	
				D.O. FOLDING SCREEN	80.95	
				DONATION - OV CLASSROOM SUPPLIES	54.48	
				THE NEXT STEP FORWARD IN GUIDED READING	319.54	
				USB PRINTER CABLE - D.O.	8.99	
				Unpaid Sales Tax	5.38-	748.10
51190856	04/01/2019	CA STATE PARKS ANGEL ISLAND STATE PARK	010-5810	CORNELL TRIPS - 05/22, 06/06, 06/07		390.00
51190857	04/01/2019	AT&T	010-5930	02/07-03/06 SERVICE	369.00-	
				02/19-03/18 SERVICE	1,854.04	
			120-5930	02/19-03/18 SERVICE	18.96	1,504.00
51190858	04/01/2019	BARD'S INN	010-5810	HOTEL STAY - 05/16-05/18 AHS ASHLAND TRIP		2,488.16
51190859	04/01/2019	BATTALION ONE	010-5670	DISTRICT FIRE ALARM TESTING, SERVICE & REPAIRS		3,100.00
51190860	04/01/2019	BAY AREA CHILDREN'S THEATRE	010-5810	04/16 CO TRIP - PRESS HERE STUDENT MATINEE		1,280.00
51190861	04/01/2019	BAY AREA DISCOVERY MUSEUM	010-5810	04/26 ACC TK TRIP		674.55
51190862	04/01/2019	MARY JO BRADLEY C/O ALBANY HIGH	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51190863	04/01/2019	9139249 CANADA INC. BUS.COM	010-5810	04/26 ACC TK TRIP TO DISCOVERY MUSEUM		860.90
51190864	04/01/2019	CDW GOVERNMENT INC	212-6288	PROJECTOR FOR AMS ANNEX DRAMA ROOM		905.44
51190865	04/01/2019	YA LUAN ERIN CHOU C/O ALBANY HIGH	010-4315	03/06-03/08 MILEAGE REIMB		109.01
51190866	04/01/2019	CITY OF BERKELEY ATTN: ANTHONY DeCICCO	010-5810	04/18/19 OCEAN VIEW SAILING TRIP		255.00
51190867	04/01/2019	CLAY PEOPLE	010-4300	AHS ART SUPPLIES	295.24	
				Unpaid Sales Tax	1.42-	293.82
51190868	04/01/2019	CRISIS PREVENTION INSTITUTE	010-4300	NCI WORKBOOKS - SELPA		4,925.04
51190869	04/01/2019	DISCOUNT SCHOOL SUPPLY	120-4300	OV REDWOODS PROGRAM SUPPLIES		109.42
51190870	04/01/2019	ANNE EISEMANN	010-5825	PSYCHO-EDUCATIONAL ASSESSMENT		9,400.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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ReqPay12c

Board Report

April 2019 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51190871	04/01/2019	TONY FENG C/O FOOD SERVICE	130-4300	REIMB FOR WORK SHOES		80.00
51190872	04/01/2019	JANET FOHNER C/O DISTRICT OFFICE	010-4315	REIMBURSEMENT FOR D.O. EXPENSES		93.14
51190873	04/01/2019	FOLLETT SOFTWARE CO C/O BANK OF AMERICA	010-4300	TITLE PEEK ANNUAL LICENSES		750.00
51190874	04/01/2019	GOPHER SPORTS	010-4300	MARIN PE SUPPLIES		1,463.54
51190875	04/01/2019	GRANICUS, INC.	010-5825	MINUTES MAKER		140.00
51190876	04/01/2019	GREAT AMERICAN LEASING CORP.	010-5611	SELPA COPIER LEASE		182.45
51190877	04/01/2019	Heinemann	010-4100	BOOK SETS	19,505.11	
			010-4300	FOUNTAS AND PINNELL B2 ASSESSMENT GUIDES	130.99	19,636.10
51190878	04/01/2019	WELLS FARGO EQUIPMENT FINANCE	010-7438	EQUIPMENT RENTAL	121.36	
			010-7439	EQUIPMENT RENTAL	765.12	886.48
51190879	04/01/2019	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	7,373.62	
			120-4300	ACC CUSTODIAL SUPPLIES	502.97	7,876.59
51190880	04/01/2019	WELLS FARGO VENDOR FIN SERV	010-5611	DISTRICT WIDE COPIER LEASE		3,273.42
51190881	04/01/2019	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS ATHLETICS COPIER USAGE	10.59	
				CORNELL COPIER USAGE	286.36	
				OCEAN VIEW COPIER USAGE	193.97	
51190882	04/01/2019	Mail Finance	010-5610	SPECIAL EDUCATION COPIER USAGE	114.64	605.56
				DISTRICT OFFICE POSTAGE MACHINE LEASE		569.58
51190883	04/01/2019	McPHERSON & JACOBSON LLC	010-5825	CONSULTANT SERVICES FOR SUPERINTENDENT SEARCH		6,450.00
51190884	04/01/2019	MEI MEI C/O AUSD CENTRAL KITCHEN	Cancelled	REIMB FOR WORK SHOES		78.37 *
		Cancelled on 05/06/2019, Cancel Register # AP05062019				
51190885	04/01/2019	MHS INC	010-4300	SPECIAL EDUCATION ASSESSMENT REPORT KIT	457.66	
				SPECIAL EDUCATION FORMS	231.79	689.45
51190886	04/01/2019	MICHAEL'S TRANSPORTATION SRV	010-5810	03/16 AMS MUSIC FESTIVAL		2,184.25
51190887	04/01/2019	SIMIN MISSAGHI C/O FOOD SERVICES	130-4300	REIMB FOR WORK SHOES		80.00
51190888	04/01/2019	MJ CREATIONS	010-4300	AMS WRESLTING UNIFORMS		2,170.00
51190889	04/01/2019	NASCO	010-4300	DONATION - CORNELL CLASSROOM SUPPLIES		47.30
51190890	04/01/2019	NEOFUNDS	010-5910	D.O. POSTAGE		52.10
51190891	04/01/2019	NORTHSTAR AV	010-4300	PROJECTOR REPLACEMENT BULBS	328.12	
				Unpaid Sales Tax	26.72-	301.40
51190892	04/01/2019	MICHAEL O'DONNELL	010-8699	REFUND DUPLICATE PAYMENT FOR TRIP		324.00
51190893	04/01/2019	OFFICE DEPOT	010-4300	AHS SUPPLIES	1,822.86	
				AMS SUPPLIES	2,984.97	

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51190893	04/01/2019	OFFICE DEPOT	010-4300	CORNELL SUPPLIES	907.32	
				D.O. SUPPLIES	248.02	
				DONATION - CORNELL SUPPLIES	175.74	
				MARIN SUPPLIES	1,722.91	
				TECH SUPPLIES	122.94	
			120-4300	ACC SUPPLIES	78.93	8,063.69
51190894	04/01/2019	OJO TECHNOLOGY	212-6288	ACCESS CONTROL BADGING - AMS ANNEX PROJECT		3,449.27
51190895	04/01/2019	PITNEY BOWES	010-4300	AHS POSTAGE MACHINE SUPPLIES		197.55
51190896	04/01/2019	YASMINE RODRIGUEZ C/O FOOD SERVICE	130-4300	REIMB FOR WORK SHOES		80.00
51190897	04/01/2019	PABLO E. SANCHEZ	010-5800	DISTRICT LANDSCAPING		3,700.00
51190898	04/01/2019	WENDY SANCHEZ C/O FOOD SERVICE	130-4300	REIMB FOR WORK SHOES		80.00
51190899	04/01/2019	SHAWNA SNYDER	130-8634	LUNCH REFUND		27.30
51190900	04/01/2019	SPURR	010-5520	02/28/19 CHARGES	15,565.64	
			120-5520	02/28/19 CHARGES	142.20	15,707.84
51190901	04/01/2019	THE TEACHING WELL	010-5825	03/15 AMS PD		2,975.00
51190902	04/01/2019	UNITED PARCEL SERVICE	010-5800	SHIPPING FEES	3.29	
			010-5920	SHIPPING CHARGES	29.62	32.91
51190903	04/01/2019	UNITED STATES POSTAL SERVICE	010-5910	ENROLLMENT CENTER POSTAGE		1,000.00
51190904	04/01/2019	VOYAGER SOPRIS LEARNING	010-4300	OCEAN VIEW REWARDS		131.61
51190905	04/01/2019	ALBANY YMCA	010-5800	ACTIVE SUPERVISION DURING LUNCH RECESS		8,185.83
51191126	04/03/2019	COUNTY OF ALAMEDA TREASURER	010-5621	AHS FACILITY USE FOR AP TESTING		4,915.60
51191127	04/03/2019	ALHAMBRA	130-4300	FOOD SERVICE WATER DELIVERY		35.16
51191128	04/03/2019	AMAZON CAPITAL SERVICES, INC.	010-4300	AMS BOOKS	80.80	
			120-4300	ACC SHIRTS & TUTUS	199.99	
				Unpaid Sales Tax	16.66-	264.13
51191129	04/03/2019	AQUA SOURCE	010-5670	AAC SERVICE & REPAIRS		175.00
51191130	04/03/2019	BATTALION ONE	010-5670	DISTRICT FIRE ALARM TESTING, SERVICE & REPAIRS		1,640.00
51191131	04/03/2019	BONAMI BAKING	130-4700	FOOD		198.40
51191132	04/03/2019	CAROLINA BIOLOGICAL SUPPLY CO	010-4300	AMS SCIENCE SUPPLIES		315.64
51191133	04/03/2019	CDW GOVERNMENT INC	010-4300	MATERIALS TO REPAIR AHS GYM CAMERA		941.56
51191134	04/03/2019	CENTER HARDWARE & SUPPLY CO	010-4300	AMS HAND DRYERS	1,755.95	
				Unpaid Sales Tax	19.99-	1,735.96
51191135	04/03/2019	EMICS, INC.	010-5830	CHALK SCHOOLS QUARTERLY FEE		4,750.00
51191136	04/03/2019	CRYSTAL CREAMERY	130-4700	DAIRY		604.60

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51191137	04/03/2019	DISCOVERY RANCH	010-5825	BASIC ED, RM & BOARD AND RELATED SERVICES		11,742.00
51191138	04/03/2019	BANKCARD CENTER	010-4300	MAC HIGH CREDIT CARD EXPENSES		108.37
51191139	04/03/2019	FOOD 4 THOUGHT, LLC	130-4700	FOOD		221.80
51191140	04/03/2019	SOPHIA S. GENONE	010-5825	ASSESSMENTS		2,300.00
51191141	04/03/2019	HILLYARD/SAN FRANCISCO	120-4300	ACC CUSTODIAL SUPPLIES		621.13
51191142	04/03/2019	LINCOLN AQUATICS	010-4300	AAC SUPPLIES		1,439.89
51191143	04/03/2019	MICHAEL'S TRANSPORTATION SRV	010-5810	AHS ATHLETICS TRANSPORTATION (9021)	1,576.12	
				AHS ATHLETICS TRANSPORTATION (9035)	1,078.88	2,655.00
51191144	04/03/2019	NORTHSTAR AV	010-4300	AHS REPLACEMENT LAMP		192.50
51191145	04/03/2019	PASCO	010-4300	AHS SCIENCE SUPPLIES		322.29
51191146	04/03/2019	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		842.96
51191147	04/03/2019	XI JUN INC.	010-5800	04/22 AUTHOR VISIT		435.00
51191148	04/03/2019	YOUTH IN ARTS, INC	010-5825	DANCE & THEATER CLASSES FOR CORNELL		3,840.00
51205378	04/17/2019	ALHAMBRA	010-4300	AAC WATER DELIVERY		104.11
51205379	04/17/2019	AMAZON CAPITAL SERVICES, INC.	010-4300	AHS CLASSROOM RULERS	48.26	
				AHS GOLD HONOR CORDS	266.45	
				DONATION - OCEAN VIEW BOOKS	208.64	
				KEY LOCK BOX FOR COUGAR FIELD	28.57	
				Unpaid Sales Tax	25.73-	526.19
51205380	04/17/2019	AMERICAN LOGISTICS COMPANY	010-5825	TRANSPORTATION SERVICES		1,511.37
51205381	04/17/2019	ANGEL ISLAND - TIBURON FERRY	010-5810	06/13 OV TRIP		1,063.00
51205382	04/17/2019	CA STATE PARKS ANGEL ISLAND STATE PARK	010-5810	06/13 OV TRIP		285.00
51205383	04/17/2019	AUSD REVOLVING FUND	010-5800	02/19 FEES	234.16	
				03/19 FEES	247.63	
			010-8699	RETURNED CHECK# 1134	30.00	511.79
51205384	04/17/2019	KATY BABCOCK C/O NR SELPA	010-4315	REIMBURSEMENT FOR SELPA EXPENSES		198.42
51205385	04/17/2019	DEBORAH BRILL C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SUPPLIES		32.96
51205386	04/17/2019	CDW GOVERNMENT INC	010-4300	TECH CABLES	29.70	
			212-4400	COMPUTERS FOR AMS ANNEX	28,451.46	28,481.16
				COMPUTER LAB		
51205387	04/17/2019	CHRISTY WHITE ASSOCIATES	010-5820	18/19 AUDIT - 1st 50%		8,775.00
51205388	04/17/2019	CIWA	010-5800	SENSOR TRACKING FOR DISTRICT GARBAGE BINS		3,000.00

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51205389	04/17/2019	PARENT	010-5827	* SPECIALIZED ACADEMIC INSTRUCTION		2,370.00
51205390	04/17/2019	DEPARTMENT OF JUSTICE	010-5838	LIVE SCAN FEES		1,983.00
51205391	04/17/2019	DERIVI CASTELLANOS ARCHITECTS	010-5800	GENERAL FACILITIES SUPPORT	10,213.74	
			010-5825	AHS FIRE ALARM MAINT	5,725.36	
			010-5832	AUSD PLAN ARCHIVING	4,803.45	
			211-6265	PROG MANAGEMENT FOR OV RENOVATION / REBUILD	99,473.33	
				PROGRAM MGMT SERV FOR AHS ADDITION	4,314.00	
			212-6237	AMS ANNEX COMMISSIONING AGENT SERVICES	12,000.00	
				CHPS COMMISSIONING AGENT SERVICES-AHS ADDITION	3,000.00	
			212-6265	ARCHITECTURAL SERVICES - AMS	76,136.90	215,666.78
51205392	04/17/2019	DISCOUNT SCHOOL SUPPLY	120-4300	ACC CLASSROOM SUPPLIES - QRIS		182.79
51205393	04/17/2019	DISCOVERY ACADEMY	010-5825	BASIC EDUCATION, RM & BOARD AND RELATED SERVICES		10,550.00
51205394	04/17/2019	DISCOVERY RANCH	010-5825	BASIC ED, RM & BOARD AND RELATED SERVICES		15,101.00
51205395	04/17/2019	EAST BAY RESTAURANT SUPPLY	130-4300	FOOD SERVICE EQUIPMENT		51.29
51205396	04/17/2019	EBMUD	010-5555	01/28-03/28 SERVICE	499.84	
				01/29-04/02 SERVICE	7,796.58	
			120-5555	01/28-03/29 SERVICE	3,387.27	11,683.69
51205397	04/17/2019	FAGEN FRIEDMAN & FULFROST, LLP	010-5826	11/18 LEGAL FEES		23,226.93
51205398	04/17/2019	GOLD STAR FOODS	130-4700	FOOD		45.90
51205399	04/17/2019	DAVID HAUPERT C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SUPPLIES		191.42
51205400	04/17/2019	Heinemann	010-4100	SHOW AND TELL: FROM LABELS TO PATTERNS		520.83
51205401	04/17/2019	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	2,768.84	
			120-4300	ACC CUSTODIAL SUPPLIES	535.85	3,304.69
51205402	04/17/2019	WELLS FARGO VENDOR FIN SERV	010-5611	DISTRICT WIDE COPIER LEASE		3,273.42
51205403	04/17/2019	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS COPIER USAGE	24.81	
				AMS COPIER USAGE	635.27	
				MAC COPIER USAGE	4.75	
				MARIN COPIER USAGE	574.57	
			120-5610	ACC COPIER USAGE	155.56	1,394.96
51205404	04/17/2019	LAKE SHORE	010-4300	DONATION - CORNELL CLASSROOM SUPPLIES	38.16	

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51205404	04/17/2019	LAKESHORE	120-4300	ACC CLASSROOM SUPPLIES - QRIS	183.96	222.12
51205405	04/17/2019	LEARNING WITHOUT TEARS	010-4300	OCEAN VIEW NOTEBOOK PAPER		85.12
51205406	04/17/2019	MICHAEL'S TRANSPORTATION SRV	010-5810	04/03 AHS TRANSPORTATION TO STATE CAPITOL	997.00	
				AHS ATHLETICS TRANSPORTATION (9021)	925.00	
				AMS EXPLORATORIUM TRIP	5,739.25	7,661.25
51205407	04/17/2019	NEOFUNDS	010-5910	D.O. POSTAGE		55.24
51205408	04/17/2019	NORTHSTAR AV	010-4300	AHS PROJECTOR BULBS		289.30
51205409	04/17/2019	OFFICE DEPOT	010-4300	OCEAN VIEW SUPPLIES		2,213.42
51205410	04/17/2019	PG&E	010-5520	02/22-03/24 SERVICE	1,347.92	
				02/25-03/25 SERVICE	464.13	
				03/01-03/31 SERVICE	9,517.99	
				03/05-04/02 SERVICE	692.88	
			120-5520	02/22-03/24 SERVICE	42.04	
				03/01-03/31 SERVICE	1,386.14	13,451.10
51205411	04/17/2019	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		784.62
51205412	04/17/2019	RASKOB INSTITUTE	010-5825	BASIC EDUCATION		2,122.24
51205413	04/17/2019	PARENT	010-5827	* ACADEMIC & TRANSPORTATION SERVICES		3,600.00
51205414	04/17/2019	SOPHIA RIVERA C/O CORNELL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		169.96
51205415	04/17/2019	SCHOOL SERVICES OF CALIFORNIA	010-4300	17/18 SABRE & 16/17 CADIE ORDER		650.00
51205416	04/17/2019	SCI CONSULTING GROUP	010-5825	18/19 MEASURE J PARCEL TAX ADMIN	2,375.00	
				18/19 MEASURE LL PARCEL TAX ADMIN	2,375.00	4,750.00
51205417	04/17/2019	SENECA FAMILY OF AGENCIES	010-5825	SPECIAL EDUCATION		9,219.00
51205418	04/17/2019	CHERIE SPIVEY	010-5825	PSYCHO-EDUCATIONAL ASSESSMENTS		3,900.00
51205419	04/17/2019	SPURR	010-5520	03/31/19 CHARGES	14,076.90	
			120-5520	03/31/19 CHARGES	110.54	14,187.44
51205420	04/17/2019	TOSHIBA BUSINESS SOLUTIONS	010-5610	03/02-04/01 AMS COPIES		2.86
51205421	04/17/2019	WASTE MANAGEMENT OF ALAMEDA	010-5515	01/19 SERVICE	4,837.32	
				02/19 SERVICE	9,070.00	
				05/18 SERVICE	2,264.84	
				09/18 SERVICE	2,120.82	
				12/18 SERVICE	1,285.59	
			120-5515	01/19 SERVICE	417.61	
				02/19 SERVICE	417.61	
				09/18 SERVICE	417.61	20,831.40

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51205422	04/17/2019	WESSNE'S JANITORIAL SERVICE	010-5800	D.O. CLEANING SERVICE		1,375.00
51205423	04/17/2019	WEST COAST MICROSCOPE SERVICE	010-5610	AMS MICROSCOPE MAINT		1,392.29
51205424	04/17/2019	ALBANY YMCA	010-5800	ACTIVE SUPERVISION DURING LUNCH RECESS		8,185.83
51206251	04/19/2019	ASK EDUCATION CONSULTING	010-5825	COACHING & SUPPORT		800.00
51206252	04/19/2019	BERKELEY CHESS SCHOOL	010-5825	18/19 CORNELL CHESS INSTRUCTION	2,280.00	
				18/19 OCEAN VIEW CHESS INSTRUCTION	3,800.00	6,080.00
51206253	04/19/2019	BANKCARD CENTER	010-4300	CORNELL CREDIT CARD EXPENSES	353.75	
				MARIN CREDIT CARD EXPENSES SUPT.	200.88	
			010-4305	CREDIT CARD EXPENSES	36.00	
			010-5200	SUPT. CREDIT CARD EXPENSES	18.00	
			010-5800	SUPT. CREDIT CARD EXPENSES	10.00	618.63
51208072	04/24/2019	A BETTER CHANCE SCHOOL	010-5825	BASIC EDUCATION & RELATED SERVICES		19,500.89
51208073	04/24/2019	A3GEO, INC.	211-6172	DSA GEOTECHNICAL ENGINEER OF RECORD SERVS FOR OV		4,832.50
51208074	04/24/2019	ACME PACIFIC REPAIRS INC.	130-5670	FOOD SERVICE EQUIPMENT REPAIRS		280.00
51208075	04/24/2019	ADAMS ESQ, INC.	010-5826	LEGAL FEES		18,000.00
51208076	04/24/2019	ALBANY TIRE SERVICE	010-5670	DISTRICT VEHICLE MAINT/SERVICE		180.08
51208077	04/24/2019	ALTEN CONSTRUCTION INC	211-6201	AHS DESIGN, PRECONSTRUCTION, CONSTRUCTION	32,737.18	
			211-6251	AHS DESIGN, PRECONSTRUCTION, CONSTRUCTION	819,027.21	851,764.39
51208078	04/24/2019	AQUA SOURCE	010-5670	AAC SERVICE & REPAIRS		1,083.06
51208079	04/24/2019	AUS WEST LOCKBOX	130-5800	FOOD SERVICE TOWEL & MOP SERVICE		81.44
51208080	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		632.25
51208081	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,400.50
51208082	04/24/2019	ALBANY USD	010-3751	05/19 CALPERS	14,087.11	
			010-3752	05/19 BOE CALPERS	734.74	
				05/19 CALPERS	6,800.00	
			010-5800	05/19 BOE CALPERS	14.20	
				05/19 CALPERS	1,357.01	
			010-9534	05/19 BOE CALPERS	3,455.69	
				05/19 CALPERS	496,225.78	522,674.53
51208083	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,400.50
51208084	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,667.10
51208085	04/24/2019	BATTALION ONE	010-5670	MONITOR DISTRICT FIRE ALARMS		225.00
51208086	04/24/2019	ALICE ROSENTHAL BEE HAPPY SOLUTIONS	Cancelled	OV BEE PRESENTATION		600.00 *

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Cancelled on 05/08/2019, Cancel Register # AP05082019						
51208087	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,128.75
51208088	04/24/2019	BERKELEY CHESS SCHOOL	010-5825	18/19 MARIN CHESS INSTRUCTION		1,710.00
51208089	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		632.25
51208090	04/24/2019	LINDA BISHOP C/O MARIN SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		174.04
51208091	04/24/2019	BRIGHT PATH THERAPISTS	010-5825	PHYSICAL THERAPY SERVICES		6,812.50
51208092	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		632.25
51208093	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,400.50
51208094	04/24/2019	CITY OF BERKELEY	010-5810	05/10 AMS LOW TIDE RESEARCH PROGRAM		200.00
51208095	04/24/2019	CITY OF BERKELEY	010-5810	05/23 AMS LOW TIDE RESEARCH PROGRAM		200.00
51208096	04/24/2019	CLARK PEST CONTROL	010-5800	AQUATIC CENTER PEST CONTROL	225.00	
				DISTRICT PEST CONTROL	1,233.00	
			120-5800	ACC PEST CONTROL	225.00	1,683.00
51208097	04/24/2019	COMTEL SERVICE COMPANY	010-5670	DISTRICT WIDE CLOCK/PA REPAIRS		3,049.54
51208098	04/24/2019	COPY EXPRESS	010-4300	CORNELL PRINT/COPY SERVICES		141.57
51208099	04/24/2019	CRYSTAL CREAMERY	130-4700	DAIRY		654.59
51208100	04/24/2019	DANIELSEN	130-4700	FOOD & SUPPLIES	2,314.51	
			130-4710	FOOD & SUPPLIES	30.33	2,344.84
51208101	04/24/2019	BANKCARD CENTER	010-4300	AHS CREDIT CARD EXPENSES	733.74	
				AHS MAILCHIMP	20.00	
				CA STATE RAISED RELIEF MAP - CORNELL	61.45	
				CIA CREDIT CARD EXPENSES	20.85	
				CORNELL 1st GR CLASSROOM SUPPLIES	162.34	
				DONATION - CONRELL 2nd GR SCIENCE ORDER	64.82	
				DONATION - CORNELL IPAD CASES	434.63	
				MARIN CLEANING WIPES	141.91	
				SELPA CREDIT CARD EXPENSES	140.82	
				SPECIAL EDUCATION CREDIT CARD EXPENSES	43.99	
				STUDENT SERVICES CREDIT CARD EXPENSES	371.42	
				WATER SERVICE FOR AMS PORTABLES	255.87	

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51208101	04/24/2019	BANKCARD CENTER	010-4305	CIA CREDIT CARD EXPENSES	236.46	
				OCEAN VIEW CREDIT CARD EXPENSES	163.70	
			010-5200	HOTEL STAY FOR WASC COMMITTEE	3,853.95	
				SELPA CREDIT CARD EXPENSES	656.35	
				SPECIAL EDUCATION CREDIT CARD EXPENSES	574.10	
			010-5800	STORAGE FEES	981.30	
				OCEAN VIEW CREDIT CARD EXPENSES	10.00	
			010-5810	04/02 AMS TOUR - CHINESE CURLTURE CENTER OF SF	87.00	
				AMS AC TRANSIT PASSES	100.00	
				HOTEL STAY FOR AHS MONTEREY JAZZ TRIP	4,818.50	
			010-5825	KIDPOWER CLASSES & WORKSHOP	2,850.00	
			010-5930	SELPA CREDIT CARD EXPENSES	323.63	
			120-4300	ACC CATERPILLAR REFILL KITS & BOOKS	134.37	
				ACC EMERGENCY KITS - QRIS	230.33	
				ACC SANITIZING SPRAY	167.35	
			130-4300	FOOD SERVICE CREDIT CARD EXPENSES	52.45	
			130-4700	FOOD SERVICE CREDIT CARD EXPENSES	964.80	
			130-4710	FOOD SERVICE CREDIT CARD EXPENSES	105.50	18,761.63
51208102	04/24/2019	ANNE EISEMANN	010-5825	PSYCHO-EDUCATIONAL ASSESSMENT		3,600.00
51208103	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		187.74
51208104	04/24/2019	FAGEN FRIEDMAN & FULFROST, LLP	010-5826	02/19 LEGAL FEES		8,019.50
51208105	04/24/2019	FOOD 4 THOUGHT, LLC	130-4700	FOOD		438.31
51208106	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,805.80
51208107	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,111.43
51208108	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		163.37
51208109	04/24/2019	GOLD STAR FOODS	130-4700	FOOD		3,458.75
51208110	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		888.29
51208111	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		975.13
51208112	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,490.94
51208113	04/24/2019	Hayes Distributing Inc.	130-4700	FOOD		3,971.80
51208114	04/24/2019	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		892.29
51208115	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		300.80

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Board Report

April 2019 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51208116	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,332.57
51208117	04/24/2019	DERRICK BEDFORD iNEVERWORRY CONSULTING LLC	010-5800	EMOTIONAL INTELLIGENCE PRESENTATION - AHS		400.00
51208118	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		511.48
51208119	04/24/2019	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS COPIER USAGE	1,415.63	
51208120	04/24/2019	DANIEL KRASNOR C/O OCEAN VIEW	010-4300	MARIN COPIER USAGE DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES	15.47	1,431.10 173.40
51208121	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,400.50
51208122	04/24/2019	LEAP...IMAGINATION IN LEARNING	010-5825	OCEAN VIEW ENRICHMENT- DANCE		3,390.00
51208123	04/24/2019	LINCOLN AQUATICS	010-4300	AAC SUPPLIES		1,944.04
51208124	04/24/2019	WEICHUN LIU C/O OCEAN VIEW	120-4300	OV CHINESE PROGRAM EXPENSES		481.50
51208125	04/24/2019	MAGGIORA BAKING CO	130-4700	FOOD		606.95
51208126	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,400.50
51208127	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		730.27
51208128	04/24/2019	PARENT	010-5827	* BASIC EDUCATION		3,920.00
51208129	04/24/2019	MICHAEL'S TRANSPORTATION SRV	010-5810	AHS ATHLETICS TRANSPORTATION (9021)		925.00
51208130	04/24/2019	NANCY MITCHNER	010-5825	ORIENTATION & MOBILITY SERVICES		2,012.50
51208131	04/24/2019	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		175.60
51208132	04/24/2019	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		688.80
51208133	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		632.25
51208134	04/24/2019	PARENT	010-5827	* TRAVEL EXPENSES		1,232.49
51208135	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		730.27
51208136	04/24/2019	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		784.62
51208137	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,596.54
51208138	04/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		133.94
51208139	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		695.44
51208140	04/24/2019	BETH SHEPARD C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		23.04
51208141	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		730.27
51208142	04/24/2019	NATALIE SLATTERY C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		122.91
51208143	04/24/2019	SONJA BIGGS EDUCATIONAL SVCS	010-5825	SERVICES FOR VISUALLY IMPAIRED STUDENTS		1,650.00
51208144	04/24/2019	STAFF REHAB	010-5825	COUNSELING SERVICE		13,500.00
51208145	04/24/2019	STAR ELEVATOR INC	010-5610	AHS ELEVATOR SERVICE		397.43
51208146	04/24/2019	SYSCO	130-4700	FOOD & SUPPLIES	987.45	

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Board Report

April 2019 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51208146	04/24/2019	SYSCO - SAN FRANCISCO	130-4710	FOOD & SUPPLIES	215.99	1,203.44
51208147	04/24/2019	PARENT	010-5827	* SPECIALIZED ACADEMIC SERVICES		4,968.60
51208148	04/24/2019	STACY UYEDA C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SSA SUPPLIES		223.49
51208149	04/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		781.27
51208150	04/24/2019	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT WIDE PORTABLE RENT		5,682.03
51209033	04/25/2019	AMP Printing, Inc.	130-4300	BUSINESS CARDS - FEINBERG		81.84
51209034	04/25/2019	BANCROFT CENTER INC.	010-5621	DISTRICT OFFICE LEASE		12,424.10
51209035	04/25/2019	CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	010-4300	2019 1st QTR SALES USE TAX	.12-	
			010-9560	2019 1st QTR SALES USE TAX	456.69	
			130-9560	2019 1st QTR SALES USE TAX	361.43	818.00
51209036	04/25/2019	CONSOLIDATED ENGINEERING LABS	211-6262	SPECIAL TESTING FOR AMS ANNEX		3,226.39
51209037	04/25/2019	BANKCARD CENTER	010-4300	MAC HIGH CREDIT CARD EXPENSES		107.02
51209038	04/25/2019	MARINA MECHANICAL	010-5670	REPAIR HEATING - CORNELL RM 6 RELAY		667.61
51209039	04/25/2019	Edward Pollard C/O Special Services	010-4315	MILEAGE REIMBURSEMENT		40.38
51209040	04/25/2019	RODAN BUILDERS	211-6201	AMS ANNEX PROJECT - PHASE II	492.82-	
			211-6251	AMS ANNEX PROJECT - PHASE II	360,336.10	359,843.28
51209041	04/25/2019	BANNER BANK - RODAN RETENTION	211-6201	AMS ANNEX PROJECT - PHASE II	25.94-	
			211-6251	AMS ANNEX PROJECT - PHASE II	18,965.06	18,939.12
51245024	04/05/2019	ACADEMIC THERAPY PUBLICATIONS	010-4300	SPECIAL EDUCATION FORMS		96.14
51245025	04/05/2019	ALBANY TIRE SERVICE	010-5670	DISTRICT VEHICLE MAINT/SERVICE		639.27
51245026	04/05/2019	ALTA ENTERPRISES, INC.	010-4300	POOL REPLACEMENT COVERS		16,939.22
51245027	04/05/2019	AMERICAN EAGLE ENTERPRISES	010-5670	AMS GYM BLEACHER REPAIRS		2,775.00
51245028	04/05/2019	APPLE COMPUTER INC.	010-4300	ADAPTERS - TECH		95.48
51245029	04/05/2019	AUS WEST LOCKBOX	130-5800	FOOD SERVICE TOWEL & MOP SERVICE		79.44
51245030	04/05/2019	ARROW GLASS COMPANY	010-5670	DISTRICT WIDE WINDOW REPLACEMENTS / REPAIRS		587.14
51245031	04/05/2019	AUSD REVOLVING FUND	010-5810	VOCAL WORKSHOPS - AHS TRIP		1,050.00
51245032	04/05/2019	BLICK ART MATERIALS	010-4300	DONATION - AHS ART SUPPLIES		282.11
51245033	04/05/2019	CRYSTAL CREAMERY	130-4700	DAIRY		297.82
51245034	04/05/2019	CULTURE SHOCK YOGURT	130-4700	YOGURT		300.00
51245035	04/05/2019	DANIELSEN	130-4700	FOOD & SUPPLIES	3,652.28	
			130-4710	FOOD & SUPPLIES	53.08	3,705.36
51245036	04/05/2019	DATA SAFE	010-5800	FILE STORAGE		256.05
51245037	04/05/2019	DISCOUNT SCHOOL SUPPLY	010-4300	TK CLASSROOM SUPPLIES		117.56
51245038	04/05/2019	EDGES ELECTRICAL GROUP	010-5670	MATERIALS FOR AHS LIGHT FIXTURE REPAIR		19,667.73

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April 2019 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51245039	04/05/2019	ENTERPRISE RENT-A-CAR	010-5600	RENTALS		880.17
51245040	04/05/2019	Christin Feuerstraeter C/O Cornell School	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		11.15
51245041	04/05/2019	FOOD 4 THOUGHT, LLC	130-4700	FOOD		1,092.50
51245042	04/05/2019	GOLD STAR FOODS	130-4700	FOOD		7,266.49
51245043	04/05/2019	Hayes Distributing Inc.	130-4700	FOOD		3,393.50
51245044	04/05/2019	NANCY HENDERSON C/O SPECIAL SERVICES	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		5.94
51245045	04/05/2019	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		1,098.48
51245046	04/05/2019	EMPLOYEE	010-8699	REISSUE STALE DATED PR CK		3,266.29
51245047	04/05/2019	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	CORNELL COPIER USAGE		192.47
51245048	04/05/2019	LESLIE CERAMIC & CRAFTS SUPPLY	010-4300	MARIN ART SUPPLIES	104.28	
				Unpaid Sales Tax	.47-	103.81
51245049	04/05/2019	LIGHTSPEED TECHNOLOGIES	010-4300	MICROPHONES, BATTERIES, CHARGING CRADLES - TECH		908.74
51245050	04/05/2019	MAGGIORA BAKING CO	130-4700	FOOD		213.50
51245051	04/05/2019	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		87.80
51245052	04/05/2019	OFFICE DEPOT	010-4300	AHS SUPPLIES	446.97	
			120-4300	ACC SUPPLIES	65.37	512.34
51245053	04/05/2019	OTIS ELEVATOR COMPANY	010-5610	AMS ELEVATOR SERVICE		164.09
51245054	04/05/2019	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		980.82
51245055	04/05/2019	NCS PEARSON, INC.	010-4300	SPECIAL ED FORMS & BOOKLETS		550.33
51245056	04/05/2019	PENINSULA TOUR	010-5810	AMS VOCAL BAY AREA TRIP 04/26-04/27		4,258.00
51245057	04/05/2019	PROCARE THERAPY, INC.	010-5800	NURSING SUPPORT		5,741.87
51245058	04/05/2019	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		784.62
51245059	04/05/2019	SANTA CRUZ BEACH BOARDWALK	010-5810	SANTA CRUZ WRISTBANDS - 03/16 AMS		792.45
51245060	04/05/2019	SMART & FINAL	010-4300	JAZZ BAND TRIP ADULT TRANSITION PROGRAM SUPPLIES	56.43	
				AMS SCIENCE SUPPLIES	35.14	91.57
51245061	04/05/2019	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	1,976.75	
			130-4710	FOOD & SUPPLIES	259.10	2,235.85
51245062	04/05/2019	THE KEY SHACK, INC.	010-4300	DISTRICT LOCKSMITH SUPPLIES		115.24
51245063	04/05/2019	VOYAGER SOPRIS LEARNING	010-4100	REWARDS INTERMEDIATE TEACHER SETS - CO		351.89
51245064	04/05/2019	WILCO SUPPLY	010-4300	MAINTENANCE SUPPLIES		1,659.33
51245065	04/05/2019	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT WIDE PORTABLE RENT		3,768.67
51245302	04/08/2019	TRUDY CHIANG C/O DISTRICT OFFICE	010-4315	MILEAGE REIMB		25.17
51245303	04/08/2019	EBMUD	010-5555	01/22-03/22 SERVICE	1,147.22	

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April 2019 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51245303	04/08/2019	EBMUD	010-5555	02/21-03/22 SERVICE	2,129.11	3,276.33
51245304	04/08/2019	Employment Development Dept	010-9535	2019 1st QTR SUI		5,125.61
51245305	04/08/2019	KNORR SYSTEMS INC.	010-4300	AAC VACUUM POWER SUPPLY		332.39
51245306	04/08/2019	NEXTEL COMMUNICATIONS	010-5930	DISTRICT CELL PHONE SERVICE	573.32	
			120-5930	DISTRICT CELL PHONE SERVICE	142.12	715.44
51245307	04/08/2019	OFFICE DEPOT	010-4300	D.O. SUPPLIES		209.55
51245308	04/08/2019	PASTIME ACE HARDWARE	010-4300	AMS SCIENCE SUPPLIES	47.65	
				AQUATIC CENTER HARDWARE	15.34	
				DISTRICT HARDWARE	1,571.08	1,634.07
51245309	04/08/2019	PG&E	010-5520	02/21-03/21 SERVICE	347.28	
				02/22-03/24 SERVICE	20,561.07	20,908.35
51245310	04/08/2019	RODAN BUILDERS	211-6201	AMS ANNEX PROJECT - PHASE II	13,735.10	
			211-6251	AMS ANNEX PROJECT - PHASE II	722,374.47	736,109.57
51245311	04/08/2019	BANNER BANK - RODAN RETENTION	211-6251	AMS ANNEX PROJECT - PHASE II		38,742.61
51245312	04/08/2019	UNITED PARCEL SERVICE	010-5800	SHIPPING CHARGES	53.00	
			010-5920	SHIPPING CHARGES	27.54	80.54
51246119	04/10/2019	DIANE MARIE C/O DISTRICT OFFICE	010-4300	REIMB FOR SPECIAL EDUCATION SUPPLIES		202.59
51246120	04/10/2019	OAKLAND MUSEUM OF CALIFORNIA DOCENT COUNCIL	010-5810	05/08 AHS TRIP		104.00
51246121	04/10/2019	RED CLOUD	010-5600	RADIO REPAIRS & ANTENNA REPLACEMENTS		366.83
51246122	04/10/2019	STATE SELPA ADMINISTRATORS FOLSOM CORDOVA SELPA	010-5200	LEGISLATIVE INFO SHARING DAY REG. - SELPA		390.00
51246123	04/10/2019	WASTE MANAGEMENT OF ALAMEDA	010-5515	01/19 SERVICE	451.20	
				12/18 SERVICE	5,136.49	
			120-5515	12/18 SERVICE	417.61	6,005.30
Total Number of Checks					275	3,447,250.47

	Count	Amount
Cancel	2	678.37
Net Issue		3,446,572.10

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	224	1,148,640.67

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Board Report

April 2019 Warrant Listing

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

Fund	Description	Check Count	Expensed Amount
120	Child Development Fund	21	10,774.23
130	Cafeteria Fund	34	36,364.67
140	Deferred Maintenance Fund	2	263.40
211	Measure B 2016A	8	2,117,245.19
212	Measure E 2016A	4	123,943.07
250	Capital Facilities Fund	2	9,450.70
Total Number of Checks		273	3,446,681.93
Less Unpaid Sales Tax Liability			109.83
Net (Check Amount)			3,446,572.10

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ALBANY UNIFIED SCHOOL DISTRICT
Donations ♦ April 1 – April 30, 2019

S U M M A R Y

Site	Current	Previously Approved	Total Year-to-Date
Albany High School	\$ 1,764.65	\$ 13,458.91	\$ 15,223.56
Albany Middle School	1,006.36	30,267.66	31,274.02
Ocean View Elementary	3,078.98	21,279.99	24,358.97
Marin Elementary	540.00	11,642.20	12,182.20
Cornell Elementary	500.00	81,658.94	82,158.94
TK	0	1,310.00	1,310.00
Elementary Enrichment	40.00	9,765.00	9,805.00
Special Education	0	4,076.13	4,076.13
Multi-Site Donation	15,346.83	358,957.48	374,304.31
All Sites	\$22,276.82	\$532,416.31	\$554,693.13

ALBANY UNIFIED SCHOOL DISTRICT

Donations ♦ April 1 – April 30, 2019

ALBANY HIGH SCHOOL	
\$ 1,122.65	AEF Donation - Cajina
\$ 275.00	AEF Donation - Scheuer
\$ 2.00	YourCause- Ritchie
\$ 20.00	YourCause, Chevron - Ritchie
\$ 135.00	YourCause, PG&E - Ritchie
\$ 210.00	YourCause, PG&E - Ritchie
\$ 1,764.65	Current
\$ 550.56	Approved 4/30/19 Board Meeting
\$ 146.00	Approved 3/26/19 Board Meeting
\$ 3,025.00	Approved 2/26/19 Board Meeting
\$ 2,315.41	December - Board Approved 1/22/19
\$ 5,325.30	November - Board Approved 1/22/19
\$ 1,542.00	Approved 11/13/18 Board Meeting
\$ 554.64	Approved 10/9/18 Board Meeting
\$ 15,223.56	Total YTD

ALBANY MIDDLE SCHOOL	
\$ 84.07	AMS PTA
\$ 707.29	AMS PTA
\$ 55.00	YourCause, PG&E - Brill
\$ 160.00	YourCause, PG&E - Brill
\$ 1,006.36	Current
\$ 15,660.00	Approved 4/30/19 Board Meeting
\$ 753.09	Approved 3/26/19 Board Meeting
\$ 680.71	Approved 2/26/19 Board Meeting
\$ 3,362.25	December - Board Approved 1/22/19
\$ 4,065.00	November - Board Approved 1/22/19
\$ 5,639.51	Approved 11/13/18 Board Meeting
\$ 107.10	Approved 10/9/18 Board Meeting
\$ 31,274.02	Total YTD

OCEAN VIEW ELEMENTARY	
\$ 30.00	Classroom Donation - E. Kim
\$ 4.50	Donation - Diez
\$ 20.00	Donation - Georgeson
\$ 499.48	Ocean View PTA
\$ 2,500.00	Ocean View PTA
\$ 25.00	YourCause, PG&E - Georgeson
\$ 3,078.98	Current
\$ 1,724.69	Approved 4/30/19 Board Meeting
\$ 624.23	Approved 3/26/19 Board Meeting
\$ 528.97	Approved 2/26/19 Board Meeting
\$ 1,360.00	December - Board Approved 1/22/19
\$ 12,032.72	November - Board Approved 1/22/19
\$ 3,580.00	Approved 11/13/18 Board Meeting
\$ 1,037.38	Approved 10/9/18 Board Meeting
\$ 392.00	Approved 8/28/18 Board Meeting
\$ 24,358.97	Total YTD

MARIN ELEMENTARY	
\$ 540.00	AEF-Sponsored Field Trip - 1st Grades
\$ 540.00	Current
\$ 500.00	Approved 4/30/19 Board Meeting
\$ 328.00	Approved 3/26/19 Board Meeting
\$ 2,441.95	Approved 2/26/19 Board Meeting
\$ 213.00	December - Board Approved 1/22/19
\$ 6,010.75	November - Board Approved 1/22/19
\$ 2,148.50	Approved 11/13/18 Board Meeting
\$ 12,182.20	Total YTD

CORNELL ELEMENTARY	
\$ 100.00	Donation via Benevity
\$ 400.00	YourCause, PG&E - Duncan
\$ 500.00	Current
\$ 10,167.16	Approved 4/30/19 Board Meeting
\$ 9,268.46	Approved 3/26/19 Board Meeting
\$ 715.00	Approved 2/26/19 Board Meeting
\$ 3,983.65	December - Board Approved 1/22/19
\$ 22,267.63	November - Board Approved 1/22/19
\$ 33,136.38	Approved 11/13/18 Board Meeting
\$ 10.00	Approved 10/9/18 Board Meeting
\$ 2,110.66	Approved 8/28/18 Board Meeting
\$ 82,158.94	Total YTD

TK	
\$ 1,310.00	Approved 4/30/19 Board Meeting
\$ 1,310.00	Total YTD

ELEMENTARY ENRICHMENT	
\$ 40.00	Donation via Benevity
\$ 40.00	Current
\$ 140.00	Approved 4/30/19 Board Meeting
\$ 40.00	Approved 3/26/19 Board Meeting
\$ 540.00	Approved 2/26/19 Board Meeting
\$ 1,465.00	December - Board Approved 1/22/19
\$ 1,630.00	November - Board Approved 1/22/19
\$ 5,950.00	Approved 11/13/18 Board Meeting
\$ 9,805.00	Total YTD

SPECIAL EDUCATION	
\$ 2,850.00	Approved 4/30/19 Board Meeting
\$ 1,226.13	Approved 2/26/19 Board Meeting
\$ 4,076.13	Total YTD

MULTI-SITE DONATION	
\$ 9,497.51	Albany Athletics Boosters
\$ 1,849.32	Albany Music Fund
\$ 4,000.00	Golden Gate Fields
\$ 15,346.83	Current
\$ 19,025.04	Approved 4/30/19 Board Meeting
\$ 2,865.47	Approved 3/26/19 Board Meeting
\$ 14,491.50	Approved 2/26/19 Board Meeting
\$ 8,485.85	December - Board Approved 1/22/19
\$ 279,150.00	November - Board Approved 1/22/19
\$ 19,486.34	Approved 11/13/18 Board Meeting
\$ 15,453.28	Approved 8/28/18 Board Meeting
\$ 374,304.31	Total YTD

TOTAL	
\$ 22,276.82	Current
\$ 51,927.45	Approved 4/30/19 Board Meeting
\$ 14,025.25	Approved 3/26/19 Board Meeting
\$ 23,649.26	Approved 2/26/19 Board Meeting
\$ 21,185.16	December - Board Approved 1/22/19
\$ 330,481.40	November - Board Approved 1/22/19
\$ 71,482.73	Approved 11/13/18 Board Meeting
\$ 1,709.12	Approved 10/9/18 Board Meeting
\$ 17,955.94	Approved 8/28/18 Board Meeting
\$ 554,693.13	Total YTD

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

ITEM: EMPLOYMENT CONTRACT FOR SUPERINTENDENT

PREPARED BY: KIM TRUTANE, PRESIDENT, BOARD OF EDUCATION

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: For the Board of Trustees to review and approve the Employment Contract for the Superintendent, effective July 1, 2019.

BACKGROUND INFORMATION: On May 6, 2019, the Board of Education held a Special Closed Session meeting wherein they voted to offer the position of Superintendent of Albany Unified School District (AUSD) to Dr. Frank Wells, subject to negotiating a contract agreeable to both Dr. Wells and to the Board.

DETAILS: Please see Dr. Wells resume and letter of application for details of his background and experience.

QUESTION: Why is there no contract included here?

ANSWER: At the time this agenda was published, the contract is not final. Paper copies will be available at the meeting.

FINANCIAL INFORMATION: The Superintendent's salary will be \$220,000 annually and excludes health benefits. Dr. Wells will be able to purchase health benefits through AUSD's plans, similarly to current Superintendent Val Williams.

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: Approve the Employment Contract for Superintendent, effective July 1, 2019.

Frank Wells, Ed.D.

March 31, 2019

Dear Members of Albany Unified School District Board of Education:

Please accept this cover letter as part of my formal application packet for the position of Superintendent of Schools. My skill set and experience include all the qualifications necessary to provide strong, inclusive, collaborative, and visionary leadership. I have experience successfully serving the education community at every level from teacher, principal, director, assistant superintendent, board member and board president. Throughout my career, it has been my humble desire at each level to raise the bar of excellence and achievement for all students while closing the achievement gap. Through hard work, collaboration and capacity building, it was my honor to lead a team which doubled CAHSEE scores in two years while serving as high school principal. Another collaborative achievement in my leadership was the significant increase in our annual state test scores from the 30th percentile to the 70th within one school year while serving as an elementary school principal. Some other notable achievements include the following:

- Recipient of the Governor's Top Academic Achievement Award for eliminating the achievement gaps while serving as an elementary school principal (see attachment).
- Recognition for significant increase on the California High School Exit Exam pass rates while serving as a high school principal.
- Recipient of the Model School Award - State Superintendent of Schools.
- Recipient of the Teacher of the Year Award - San Francisco Bay Area.
- California Accreditation Recognition, earning perfect scores from the Commission, as the Director with the Santa Clara County Office of Education.
- Recipient of the Administrator of the Year Award, ACSA Region 5.
- High School WASC Chairperson for accreditation, evaluating high school programs, services, climate and systems.

Some of these notable accomplishments came with some media attention. In other words, I've been in positions where I had to make some tough decisions, some of which had professional ramifications (see attachments). Despite these potential consequences, my decisions were and will continue to be consistently based on what's best for students. The difference back then and now is that I'm now a diplomat – inclusive, collaborative and transparent in my decision making process – whereas earlier in career (10-15 years ago) I was not always collaborative. This is a result of much reflection, life lessons and experiences.

As the Executive Director of Human Resources with Gonzales Unified School District, I am responsible for planning, directing, managing and overseeing all activities and operations related to human resources. Some of these include recruitment, selection, record keeping, counseling, policy development, and employee relations, contract negotiations and contract management.

On a final note, my plan is to bring a robust sense of humor and a positive, can – do attitude to our work with faculty, staff, administrators, students, and community.

Sincerely,
Frank Wells
 Frank Wells, Ed.D.

Frank Wells, Ed.D.

Leadership Accomplishments

- Recipient of the Governor's Top Academic Achievement Award while serving as an elementary school principal for making the greatest academic achievement in California.
- Recognition for doubling the California High School Exit Exam pass rate in just two years while serving as a high school principal.
- Recipient of the High School Model Award from the California State Superintendent of Schools.
- Recipient of the Teacher of the Year Award while serving as a middle school teacher in the San Francisco Bay Area (my special education class outperformed the GATE Students).
- Recognition for a perfect score from the California Accreditation Commission, surpassing the two top performing universities in California (Stanford and Berkeley) while serving as the Director of Leadership with the Santa Clara County Office of Education.
- Published Leadership article on Equity and Student Achievement.
- Administrator of the Year Award, ACSA, Region 5.

Education

- | | |
|--|-----------|
| • B.S. History and Social Studies, <i>San Jose State University</i> | 1989 |
| • M.S. Educational Leadership, <i>CSU - Hayward</i> | 1997 |
| • Ed.D. Educational Leadership, <i>Nova Southeastern University</i> | 2001 |
| • ACSA Chief Business Officer (CBO) Academy | 2014-2015 |
| • University of Southern California (USC) , National Supt Certification | 2015-2016 |
| • ACSA Superintendent Academy | 2017-2018 |
| • ACSA Human Resources/Personnel Academy | 2018-2019 |
-

Professional Experience

Executive Director of Human Resources, Gonzales USD

2018-Present

- Build positive working relationships with staff, parents and community.
- Develops and implements goals, objectives, policies, and priorities related to human resources.
- Establishes, within District policy, appropriate services, staffing levels, monitors, evaluates the efficiency, effectiveness of human resource services and allocates resources accordingly.
- Participates in the development and administration of the budget; forecasts funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
- Assumes responsibility for and serves as Affirmative Action officer; investigates discrimination or harassment allegations; makes appropriate recommendations.
- Explains, justify and defends programs, policies, and activities related to human resources; negotiates and resolves sensitive and controversial issues.
- Responds to and resolves difficult and sensitive parent, community inquiries and complaints.

Asst. Supt of Ed Services, Santa Cruz City Schools (K-12 District) 2016-2018

- Uniform Complaint and Title IX Officer; Lead Investigator
- Supervise and evaluate elementary, middle, high school principals and directors
- Negotiation, district team member
- Responsible for LCAP, school site plans, implementation and training(s) for staff

Western Association of Schools and Colleges (WASC), H.S. Chairperson, 2009-Present

- Lead teams in evaluating school site plans, implementation, and education practices with a focus on how school personnel address all kids' needs

Director of Leadership & District Support, Santa Clara County Office of Education
2013-2016

- Provided direction and supported districts and schools in creating improvement plans
- Created administrative credential programs for aspiring, new, and veteran administrators
- Provided coaching to school site principals (K-12)
- Provided training on how to develop a Local Control Accountability Plan (LCAP)

High School Principal, Redwood High School (Sequoia Union High School District)
2009-2013

- Supervised and evaluated faculty and staff
- Negotiation team member
- Oversaw the operation of a School Site
- Provided a quality educational experience for ALL students
- Oversaw the maintenance and facilities

Education and Independent Consultant 2007-2009

- Facilitated the development of school plans
- Facilitated the development of an ideal school climate
- Facilitated the development of visions and aligned budgets

High School Principal (3,300 ADA) Locke High School (LAUSD) 2003-2007

- Established positive working relationships with staff, parents, students and community
- Supervised and evaluated certificated and classified staff
- Oversaw the overall operation of a School Site
- Provided a quality educational experience for ALL students
- Facilitated the development of Individualized Learning Plans for students in need of additional support
- Provided direction for the maintenance of facilities

District Administrator, Compton Unified School District (24,000 ADA) Pre-K-8th
(24 Elementary and 8 Middle Schools) 2001-2003

- Negotiation, district negotiation team member
- Supervised and evaluated certificated and classified staff members
- Provided direction to school site staff in developing school site plans
- Provided direction to school site principals in developing aligned school site budgets
- Provided parameters for adopting curriculum, instructional strategies, and assessments

Elementary School Principal (750 ADA), Los Medanos Elementary School,
Pittsburg Unified School District 1999-2001

- Led the overall operation of a School Site
- Supervised and evaluated both classified and certificated staff

Middle School Assistant Principal (Acting Principal – 900 ADA), Abbott Middle School, San
Mateo-Foster City School District 1997-1999

- Assisted the Principal in the overall operation of the school
- Assisted the Principal in the supervision and evaluation of staff

K-12 Teacher – San Francisco, Bay Area 1990-1997

Other Related Experience

Adjunct Faculty, Education Leadership Courses, National University	2013-2016
Guest Lecturer (SFSU Educational Doctoral Program)	2013-2014
School Board Trustee and President (K-12 School District, ADA 27,000)	1997-2001
State Representative, ACSA Ed Options/Alternative Education	2009-2013
Guest Lecturer (Dominquez Hills – CSU)	2001-2003
Military Experience: United States Army, Combat Unit	1982-1984

Professional Affiliations

ACSA (Association of California School Administrators)
University of Southern California (USC) Urban Superintendent Academy
California Leadership In Education Administration Credentialing Programs
Literacy is our Destiny (Community Literacy Project) for Elementary Age Students

Distinctions and Awards

<i>Model Programs Award, San Mateo County Office of Education,</i>	<i>2013</i>
<i>Administrator of the Year Award, ACSA Region 5,</i>	<i>2011</i>
<i>California Department of Education, Model School Award,</i>	<i>2011</i>
<i>Los Angeles Mayor's Ed Leadership Award for Youth Advocacy,</i>	<i>2007</i>
<i>Governor's Top Student Achievement Award,</i>	<i>2001</i>
<i>U.S. Army Medal of Superior Service, United States Army,</i>	<i>1983</i>

References

Yvette Irving, Superintendent of Schools (current supervisor)	408-518-2867
Kris Munro, Superintendent of Schools (former supervisor)	831-226-9951
Mr. Marshall Burgamy, Director of Education (former supervisor)	650-393-3016
Dr. Silvia Rousseau, Retired Supt and current USC Professor (former supervisor)	310-703-4889
Patrick Gaffney, Assistant Superintendent of Business	831-332-7224
Dr. Tanya Fisher, Superintendent of Schools	909-289-9713
Dr. Michael Watkins, County Superintendent of Schools	831-466-5900
Professor Manny Barbara, Superintendent of Schools, Retired	408-205-4894
Mr. John Taylor, Former School Board President	510-909-6469
Dr. Pat Gemma, Supt of Schools, Retired (former supervisor)	650-722-0298
Mrs. Nicole Anderson, Executive Equity Director – ACSA	916-539-7161

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

ITEM: PARCEL TAX PUBLIC OPINION AND POLLING SERVICES

PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To review proposals received and approve a firm for public opinion and polling services.

BACKGROUND INFORMATION: The Request for Proposals is intended to solicit interested vendors to provide the Albany Unified School District (AUSD) with Public Opinion & Polling Services in regards to a survey for the success of passing a parcel tax measure to replace the current parcel tax (Measure LL) that expires July 2021.

A Request for Proposals (Exhibit A) was posted on the District website, and it was also posted with the West County Times on May 8, 2019.

DETAILS: The District received a proposal from Terris Barnes Walters Boigon Heath, Inc. (TBWB). TBWB served as a consultant to help develop Measures B and E in 2016. TBWB coordinated opinion research, developed and implemented informational outreach program as well as drafted bond language. Staff recommends TBWB for the public opinion and polling services.

FINANCIAL INFORMATION: Between \$24,925 and \$27,400

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: To review proposals received and approve a firm for Public Opinion and Polling Services.

REQUEST FOR PROPOSALS

To provide

Public Opinion & Polling Services

Issued By: Albany Unified School District

Date: May 8, 2019

Response Due: 4:00 PM (PST) May 22, 2019

District Office: 1200 Solano Ave. Albany, CA 94706

District Description:

Albany is a town of one square mile, primarily urban residential, located at the north end of Alameda County, bordered by the cities of El Cerrito and Kensington on the north and east, and Berkeley on the south. For a small town of 19,682, Albany has a diverse population. This is due in part to its proximity to UC Berkeley and the fact that University Village, the family housing complex, is located within Albany USD. Albany's population consists of 51.8% Caucasian, 26.8% Asian, and 13.0% Hispanic, and 4.2% African American.

Thirty-two percent of Albany residents are foreign born. The median household income is \$87,694, and the median home price in Albany is \$766,000. Real estate values in Albany are higher than in some surrounding areas in large part due to the school district's reputation. Commercial interests in Albany are represented by many small shops and restaurants along Solano and San Pablo Avenues and stretching across interstate 80 to Golden Gate Fields, one of the largest horse racing facilities in the United States.

Albany is a unique community, packing a breadth of economic and ethnic diversity into one square mile. Albany's schools are the focal point of the community. Families choose to locate here because of the schools, and the town is united in its commitment to supporting education, and in holding schools to high expectations.

Albany Unified School District has approximately 379,928 sq. ft. of facilities and serves approximately 3,700 students. The District is made up of one comprehensive high school, a continuation high school, one middle school, three elementary schools, one preschool, administrative offices, and an aquatic center. The District also operates three child care centers at each of the elementary schools.

Scope of Work:

This solicitation is intended to provide the Albany Unified School District (AUSD) with Public Opinion & Polling Services in regards to a survey for the success of passing a parcel tax measure to replace the current parcel tax (Measure LL) that expires July 2021.

1. Research prior opinion polls and or survey: The consultant will research and compile previous research in regards to the success, public awareness and opinions regarding general obligation bond measures and parcel tax measures in Albany and other Bay Area school districts.
2. Prior to meeting with representatives of the District, the consultant will prepare a draft survey instrument for a voter opinion poll on a parcel tax measure. The voter opinion poll shall include responses from at

least 150 likely voters who have consistently voted in primary and general elections in the past three (3) elections. The survey must also be made available in other languages as appropriate. In addition, the consultant will be required to document the sample survey methodologies and processes proposed to conduct the survey and to analyze the survey results (a detailed polling work plan including recommendations on polling instrument(s), sample size and margins of error, etc.).

3. Preparation of a draft survey instrument: Following the completion of a draft survey the District and the consultant will meet to review the draft survey instrument and review survey methodologies and processes. The survey instrument will be reviewed by the District prior to use by the consultant.
4. Conduct a pretest of survey: Using the revised survey instrument, the consultant will conduct a pretest of the survey to determine if any revisions are required and provide the results to the District.
5. Conduct surveys and compile and analyze results: The consultant will analyze the survey results incorporating the following items: A tabulation of the outcome of all calls or contacts made during the course of the surveys (number of refusals, disconnected numbers, numbers that were busy or not answered after three attempts and language used to administer the survey). A tabulation of survey results, cross tabulations as appropriate, key findings, detailed findings, conclusions, recommendations and other relevant information reported for the entire District.
6. The survey results will be compiled into an Administrative Report to be reviewed with District representatives. The District may request format changes to this report.
7. The consultant will prepare and deliver an original plus five (5) copies of the final report; an original and five copies of an Executive Summary; plus provide both in an electronic format.

Consultant will present this information through a presentation to the Board of Education for review and comment at a public meeting of the Board of Education.

INSTRUCTIONS TO CONSULTANTS

Submission of RFP:

Potential vendors interested in providing this service must submit a sealed proposal, 1 original and 6 copies. The proposal must include the following information:

1. Company Background History
2. Marketing Research Experience
3. Political knowledge of Bay Area CA Cities
4. Description of Study Methodologies (including approaches to studying timing, tax rate, and duration of a proposed measure)
5. Professional Qualifications
6. Track record of Previous Projects

Responses to this RFP are to be delivered to the District Office, Attention: Chief Business Official Jackie Kim at: 1200 Solano Ave. Albany, CA 94706 up to but no later than 4:00 PM, on May 22, 2019. All sealed responses will be certified received prior to the date and time specified, after which they will be read and evaluated.

This Request for Proposals does not commit the Albany City Unified School District to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposals. The District further reserves the right to accept the proposal that it considers to be in the best interest of the District.

If you have any question concerning this RFP, please contact: Ms. Jackie Kim @ 510 558-3751 or jakim@ausdk12.org.



Proposal for Parcel Tax Consulting Services

Prepared for

Albany Unified School District

May 22, 2019

May 22, 2019

Jackie Kim, CPA
Chief Business Official
Albany Unified School District
819 Bancroft Way
Berkeley, CA 94710

Dear Ms. Kim:

Thank you for the opportunity to present this proposal for parcel tax consulting services to Albany Unified School District as you consider a parcel tax renewal election for Measure LL. TBWB is a strategy and communication consulting firm that focuses on helping school districts and other public agencies design and pass bond and parcel tax measures. Our work has generated billions in voter-approved funding for school districts throughout California. We believe that we are uniquely qualified to lead your school district through a process to achieve a successful parcel tax measure for the following reasons:

- **Unmatched Parcel Tax Experience and Success.** Over the last five years, we have passed 38 of the 41 school parcel tax measures we worked on, for a 93% success rate. Since our firm started working on school parcel tax measures in 2001, we have passed 119 of the 140 parcel tax measures that we have had on the ballot for California school districts. This represents many multiples of the parcel tax experience of our closest competitor. Our 86% overall success rate for these tough two-thirds tax measures compares quite favorably to the 63% overall statewide parcel tax success rate over the same period.
- **Recent Success in Albany USD.** TBWB was proud to serve as consultants for AUSD's two successful bond measures on the June 2016 ballot (Measure B: 69% Yes; Measure E: 74% Yes). Through this experience we gained an understanding of the Albany community and how to communicate effectively with local voters about school funding issues.
- **Depth of Experience in Alameda County.** In addition to our experience in Albany specifically, we have significant local experience passing bond and tax measures for school districts in Alameda County including Alameda Unified School District, Castro Valley Unified School District, Dublin Unified School District, Newark Unified School District, Pleasanton Unified School District, Chabot-Las Positas Community College District, Peralta Community College District and others. In all we've passed over 20 tax measures in Alameda County over the years, most requiring 66.7% voter approval.
- **Today's Communication Tools.** We take full advantage of modern communication tactics, including social media and digital advertising. We will help you leverage new media and traditional channels of communication to engage parents and voters about your funding needs.
- **Customized Approach.** Unlike our competitors, we don't apply a "cookie cutter" approach to school bond or parcel tax strategy. Our prior clients will tell you that our commitment to personal attention from the partner you hire and a focus on the unique challenges of your political environment set us apart from others in our industry.
- **Capacity and Infrastructure to Serve You.** All qualified political firms are busy during the election season. Unlike our competitors whose firms are comprised of one or two principal consultants,

TBWB has team of professionals to ensure your project receives the attention and service it deserves. I will personally serve as your day-to-day point of contact.

A critical component of assessing the feasibility of a parcel tax measure will be obtaining a statistically-reliable understanding of public opinion in AUSD. Accordingly, we have included information about Godbe Research, one of California's preeminent public opinion polling firms, in our proposal. Godbe Research is the polling firm we collaborated with on Albany Unified's successful bond measures in 2016 as well as many other successful measures in Alameda County and around the State.

The remainder of this proposal provides detailed information about our firm, the services we provide, our track record, references and other details. We are confident that you will find our qualifications, local experience, attention to client service and interest in the project are unmatched. Please feel free to contact me at (415) 810-8053 (cell phone) or at cheath@tbwb.com if you have questions or need additional information.

Sincerely,



Charles Heath
Partner

About TBWB Strategies

Our Focus: Public Finance Ballot Measures

Terris Barnes Walters Boigon Heath, Inc., DBA TBWB Strategies is a strategy and communications consulting firm specializing in public finance ballot measures for school districts, community college districts, cities, counties and other public agencies. Our firm has been in business since 1988 under the legal names of Political Media Inc. and Public Finance Strategies LLC before merging under the name Terris Barnes Walters Boigon Heath Inc. The TBWB Strategies brand, which focuses on providing strategy and communications consulting services for public agencies pursuing bond and tax ballot measures, has operated continuously since 2005. Our main office is in San Francisco, and we operate a secondary office in Glendale. TBWB's six practicing partners offer a combined century of strategy and communications consulting experience in California.

Public Consensus → Winning Propositions

TBWB was formed around a simple basic idea: passing taxes is different from other types of political endeavors. For example, candidates run campaigns to differ from their opponents and stand out from the crowd. But when the issue is taxes, winning requires consensus: uniting people around shared priorities and values. We believe public consensus leads to winning propositions, and that is what we deliver for our clients.

Unmatched Experience

TBWB has experience on over 430 successful public finance ballot measures that have raised billions of dollars in voter-approved revenue for public programs, services and facilities. These successful measures include bonds, parcel taxes, sales taxes, transient occupancy taxes, utility users taxes, assessments and fees. We help school districts, community colleges, cities, counties, parks, water and open space districts, fire districts, libraries, health care districts, transportation authorities and others. Since 2005, we have built an impressive 91% success rate on 185 school district bond measures. In 2016 alone, we achieved a 100% success rate, helping 44 school districts around the state develop and pass bonds. Since our firm started working on school parcel tax measures in 2001, we have passed 119 of 140 parcel tax measures for an 86% overall success rate, which compares quite favorably to the 63% overall statewide parcel tax success rate over the same period. This represents many multiples of the parcel tax experience of our closest competitor.

Local Parcel Tax and Bond Measure Experience

We were proud to help Albany USD pass the Measures B & E bonds in 2016 and have passed several measures for local Alameda County school districts, including Alameda Unified School District, Castro Valley Unified School District, Dublin Unified School District, Newark Unified School District, Pleasanton Unified School District, Chabot-Las Positas Community College District, Peralta Community College District and others. In all we've passed over 20 tax measures in Alameda County, most requiring 66.7% voter approval.

Commitment to Client Service

We view our working relationship with our clients as a partnership. We know public finance measures, but you know your community. We pride ourselves in developing unique plans for every client as opposed to applying a "cookie cutter" model that may have worked in other places or at other times. We also understand that the reputation of your district is at stake when you seek funding from your community. It's not enough just to "win" in the short term. Your measure and your message must help you strengthen your relationship with your community for the long term.

Project Team

Project Leadership

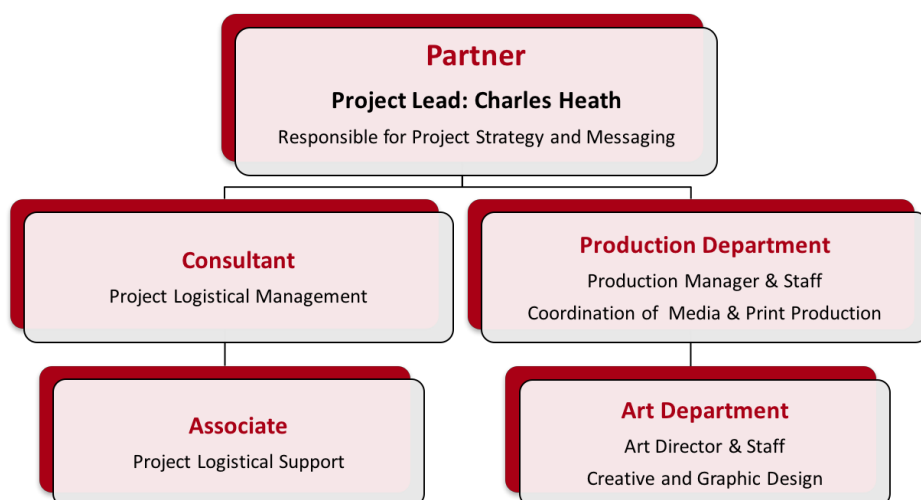
TBWB has six experienced partners with the time and capacity to give your effort the devoted senior-level attention it deserves. Your project will not be handed off to inexperienced staff once the contract is signed. You will work directly with Charles Heath, a Partner in our firm. Our direct and personal “in the trenches” experience guiding recent successful parcel tax and bond measures offers a keen understanding of the nuances in messaging and strategy required for success.

Project Support

With fifteen talented employees, TBWB maintains the largest and best-trained support team in our industry. Under the close supervision of the Partner leading the project strategy, messaging and direction, one of TBWB’s experienced Consultants will be assigned to focus on managing project logistics to ensure the project is completed on time, on budget and with no deadlines missed. One or more of TBWB’s Associates will be assigned to provide logistical support to the Partner, Consultant and client team.

In-House Design and Production

TBWB is one of the few firms in our industry that maintains an in-house Art Department and Production Department. Our full-time Art Director manages a studio of graphic designers who produce award-winning, creative concepts. Our full-time Production Director attends to all the details required for efficient and timely delivery of printed materials.



PARTNERS

Barry Barnes
Jared Boigon
Charles Heath
Joy Tatarka
Michael Terris
Erica Walters

CLIENT SERVICES

Rochelle Fanali
Senior Consultant

Sabrina Kochprapha
Senior Consultant

Robin Gerrity
Senior Consultant

Jeremy Hauser
Consultant

Jake Martin
Consultant

Alex Wara-Macapinlac
Consultant

Brittany Brady
Consultant

Mary Richardson
Senior Associate

Amanda Klein
Associate

CREATIVE

Maximillian Medina
Art Director

Erin Henry
Graphic Designer

PRODUCTION

Dan Dimendberg
Partner/Production Director

ADMINISTRATION

David Tick
Partner/Business Manager

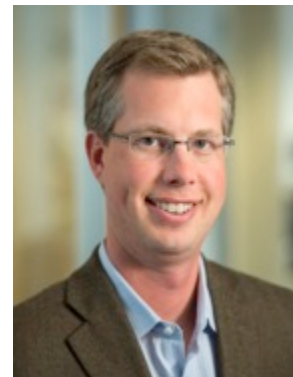
Brandon Moss
Office Manager

William Jensen
IT System Administrator

Consultant Biographies

Charles Heath, Partner

Over 20 years as a strategy and communications consultant, Charles has guided more than 100 ballot measures to victory. With a background in various political projects, Charles has spent the better part of the last decade with a strict focus on working with public agencies to design winning revenue measures for the ballot and execute strategic public information efforts to position his clients for success at the ballot box. Once a measure is on the ballot, Charles works with advocacy campaign committees to run efficient and effective campaigns to achieve voter approval for ballot measures.



Charles has led campaigns in all parts of California — from large urban environments like Oakland, San Jose and Los Angeles to suburban environments like Marin, Riverside, and Orange County to rural and agricultural communities like Plumas County, Truckee and Stanislaus County.

Charles has worked with a diverse range of public agencies across the western United States, ranging from school and community college districts to healthcare districts, transportation agencies, cities and counties, park and recreation districts, libraries and fire districts.

Before his career in public finance campaigns, Charles worked as a policy analyst for a public policy think tank, as an aide in the California Legislature and as a reporter for a local newspaper.

Charles is a graduate of the University of California at Davis with degrees in Political Science and English, and he earned a Master's Degree from the London School of Economics.

Charles grew up in Southern California and now lives in the East Bay with his wife Eva, his son Alexander and his daughter Lillian.

Sabrina Kochprapha, Senior Consultant

Since 2005, Sabrina has helped dozens of school districts, cities, healthcare districts and park districts develop local bond and tax measures for the ballot. Sabrina successfully helps public agencies throughout California communicate their needs to voters and build awareness about revenue measures. Once a measure has been placed on the ballot, Sabrina helps guide committees to implement winning campaigns.



Sabrina's clients comment on her strong organizational skills, ability to manage tight timelines, attention to detail and calm demeanor amidst the tremendous pressures of political campaigns.

Sabrina earned Honors in Political Studies at Pitzer College in Claremont, California, where she was also captain of her rugby team. In her free time, she enjoys hiking, traveling and backpacking. She resides in Oakland with her husband Kevin and her son Corbin.

TBWB Approach



TBWB has a proven approach for successful parcel tax measures that involves five critical steps. In order to facilitate the execution of these steps in partnership with the district and other collaborators, your TBWB team will attend meetings, organize conference calls and provide reports to drive the process forward and ensure that the Board of Trustees, Superintendent and Associate Superintendent are kept abreast of progress.

Step 1: Feasibility Study

TBWB starts by helping you assess the basic viability of a parcel tax measure in your district. We propose to collaborate with Godbe Research to assess public opinion and help you tackle the most basic strategic questions that must be answered in order to set your measure on a path to victory. Specifically, TBWB and Godbe Research will help you answer:

- What tax rate will at least 66.7% of voters support?
- What duration or sunset date maximizes support?
- What programs and priorities are voters most likely to fund?
- What is the optimal timing for an election?
- What level of voter turnout helps maximize support?
- Does sufficient community awareness of your needs already exist or is proactive outreach required?
- How might specific accountability protections be included in a successful measure?
- What controversies or competing issues must be considered before moving forward?

With these and other important strategic questions answered, TBWB will provide you with specific recommendations for moving forward and will work with your legal and financial advisors to prepare a successful measure for the ballot.

Step 2: Build Consensus

If the result of the feasibility assessment is a positive recommendation to move forward with a parcel tax election, we generally recommend a public information and outreach program to educate the community about your funding needs and to build broad consensus around a solution. As part of this process TBWB will:

- Develop informational messaging and a plan for getting the message out to key audiences
- Provide information to be added to your website, distributed through social media and included in newsletters
- Prepare informational presentations, talking points and answers to frequently asked questions for community use by administrators, board members, teachers and staff

- Write, design and produce informational mailings and advertising to educate, inform and engage voters
- Develop a plan to inform and engage key internal stakeholder groups within your district
- Develop strategies to inform and engage influential external groups including elected leaders, business leaders, neighborhood leaders, faith community leaders, taxpayer groups and others

Step 3: Build a Strong Measure

Once we know what a viable, winnable ballot measure looks like, TBWB will work with you to develop your measure and qualify for the ballot.

TBWB will:

- Work with you and your financial team to finalize tax rates and the structure of your measure
- Refine your plans for potential parcel tax revenue to make sure program descriptions are written in clear and understandable language and feature high priorities for voters
- Work with you and your legal counsel to define important taxpayer accountability protections, including an independent Citizens' Oversight Committee and public reporting process
- Work with you and your legal counsel to develop all resolutions required for calling the election
- Develop the critical 75-word question that will appear on ballots
- Develop and refine the full text of the measure and other materials that will appear in the ballot pamphlet mailed to all voters
- Present recommendations and documents to your Board of Education for formal approval
- Work with the election officials in your area to qualify your measure for the ballot

Step 4: Campaign for the Win

The next step in the process is to mount a strategic advocacy campaign to secure the votes needed to win on Election Day. This is the only step in the process that cannot be funded with public funds. While agencies can continue to provide information to residents about the measure, only a privately funded campaign committee can advocate for the measure. We will help you identify volunteers to step forward to run such an effort. Typically, as consultant to volunteer campaign committees, we build campaign plans with the following elements to ensure the best possible chance of success on Election Day:

- Effective messaging and materials. Campaign logos, brochures, websites, social media and other materials must be eye-catching and have a local feel in order to persuade and motivate voters effectively.
- Avoiding controversy and obstacles. We can't take anything for granted in today's economic and political environment. To win, it is important to run an organized campaign that avoids controversy and opposition to the extent possible.
- Good teamwork. Above all, winning campaigns takes good teamwork. We work closely with pollsters, committee members and other local partners.
- Efficient grassroots organizing. The time and energy of your volunteers are precious resources. We'll work with you to develop a plan that maximizes the impact of their efforts on the outcome of the election.
- Strong fundraising. Fundraising for local ballot measures can be a challenge. It takes resources to get your message out to the voters who will determine the outcome of your election. We can help you create a fundraising plan to help you attain the resources needed to win.

Step 5: Bridge to the Next Election

After voters have approved your measure, it is important to continue positive and transparent community dialogue about how you are utilizing voter-approved funding and delivering on your promises. When

taxpayers hear nothing, they assume the worst and fall back on unfair stereotypes about how government spends money.

We offer a full range of ongoing communication services to our clients:

- Creation of regular updates to highlight progress related to your measure, including messaging for email blasts, websites, social media and newsletters
- Assistance with crafting responses to community or media inquiries regarding a local funding measure
- Assistance with preparing presentations to community groups and oversight bodies
- Regular direct mail updates to the entire community to ensure broad awareness beyond the most active and engaged citizens

Note: The information provided in Steps 4 and 5 is intended as information to convey TBWB's full range of services available to assist with the parcel tax measure process. The services described here are not proposed as part of the pre-election scope of services for AUSD. If a parcel tax measure is placed on the ballot and an independent advocacy committee forms, the services outlined in Step 4 would be offered to that group and privately funded under a separate agreement. If a parcel tax measure is approved, the services outlined in Step 5 would be offered to AUSD under a separate post-election services agreement.

Fee & Cost Summary

As is the standard in our industry, TBWB contracts on a fixed-fee basis. For a school district the size of Albany Unified School District, our standard consulting fee is \$6,000 per month. This is the same amount that we charged for our work leading to the bond election in 2016. Reimbursable business expenses, such as mileage, photocopying and overnight delivery, will be billed separately. Our contract can be severed at any time if you chose to abandon or delay your parcel tax measure effort. Partial months of services would be prorated. We estimate that a feasibility study can be completed in no more than three months and likely less.

Godbe Research estimates the cost of a public opinion poll designed to gauge parcel tax feasibility to be between \$24,925 and \$27,400, depending on the length of the survey. A breakdown of these costs is included below.

If the parcel tax planning process proceeds past the feasibility stage, there will be additional costs related to printing and mailing information to the community. To help you estimate the budget for a thorough informational outreach effort, the cost of producing an 11x17 informational newsletter to all voter and parent households in AUD (an estimated 7,500 households) is \$8,800 including non-profit bulk postage. Mailing on the school district's non-profit postage permit will allow for the least expensive postage rate available. We will work with you to develop an appropriate budget for these costs through the development of the public outreach plan. For budget estimating, most school districts send two to three informational community mailers along with targeted digital and print advertising during the measure planning and outreach process.

Hybrid Survey of 300 (n=300) to 400 (n=400) District Voters

<u>Project Task</u>	<u>15-min.</u>	<u>18-min.</u>	<u>20-min.</u>
Listed Voter Telephone Sample	\$800.00	\$800.00	\$800.00
Listed Voter Email Sample	\$600.00	\$600.00	\$600.00
Additional Cell/Land Line Match	\$800.00	\$800.00	\$800.00
CATI Programming	\$1,125.00	\$1,350.00	\$1,500.00
Internet Version Programming/Testing	\$3,500.00	\$3,750.00	\$4,000.00
Internet Version Recruitment/Hosting	\$750.00	\$750.00	\$750.00
Telephone Interviewing	\$6,200.00	\$7,000.00	\$7,800.00
Data Processing and File Merge	\$800.00	\$800.00	\$800.00
Research Fee	\$7,500.00	\$7,500.00	\$7,500.00
Project Management	\$2,500.00	\$2,500.00	\$2,500.00
<u>Misc./Travel Expenses</u>	<u>\$350.00</u>	<u>\$350.00</u>	<u>\$350.00</u>
Voter Survey Total	\$24,925.00	\$26,200.00	\$27,400.00

COMBINED PARCEL TAX EXPERIENCE OF TBWB'S PARTNERS

2018 – 2001

Summary Win/Loss Record	Win Percent
TBWB Parcel Tax Win Record	86%
State of California Overall Parcel Tax Win Rate	63%

2018

School District	Tax Rate	% Yes
South Pasadena Unified School District	\$386	80%
Kentfield School District	\$1,498 + 3% COLA	69%
Dixie School District	\$470 + 3% COLA	71%
East Side Union High School District	\$49	66%
Belmont-Redwood Shores School District	\$118	68%
Millbrae School District	\$97	75%
Manhattan Beach Unified School District	\$225	69%
Tamalpais Union High School District	\$149 + 3% COLA	72%
Martinez Unified School District	\$75	75%
Culver City Unified School District	\$189	74%

2017

School District	Tax Rate	% Yes
Arcadia Unified School District	\$288	68%
Hayward Unified School District	\$88	71%
Los Gatos Union Elementary School District	\$290	66%
Mountain View Whisman School District	\$191	72%

2016

School District	Tax Rate	% Yes
Alameda Unified School District	32¢/sq. ft., \$7,999 max	74%
Franklin-McKinley School District	\$72	80%
Jefferson Elementary School District	\$68	77%
Jefferson Union High School District	\$60	74%
Larkspur-Corte Madera School District	\$679	68%
Live Oak School District	\$98	79%
Los Altos School District	\$820	71%
Los Gatos-Saratoga Union High School District	\$49	71%
Pacifica School District	\$118	78%
Redwood City School District	\$85	80%
San José Unified School District	\$72	67%
El Rancho Unified School District	\$99	66%

2015

School District	Tax Rate	% Yes
Cotati-Rohnert Park Unified School District	\$89	68%
San Carlos School District	\$246	68%
Campbell Union School District	\$49	68%
Palo Alto Unified School District	758 + 2% COLA	77%
San Ramon Valley Unified School District	\$144	75%
Union School District	\$96	75%

2014

School District	Tax Rate	% Yes
Cupertino Union School District	\$250	79%
Reed Union School District	\$508 + 3% COLA	78%
La Cañada Unified School District	\$450	68%
Novato Unified School District	\$251	81%
Dublin Unified School District	\$96	80%

2013

School District	Tax Rate	% Yes
Belmont-Redwood Shores School District	\$174	72%
Campbell Union High School District	\$85	77%
Los Gatos Union Elementary School District	\$290	82%
Portola Valley School District	\$581	69%
San Rafael Elementary School District	\$194 + 5% COLA	79%
San Rafael High School District	\$132.50 + 5% COLA	79%
Soquel Union School District	\$90	61%
South Pasadena Unified School District	\$386	73%

2012

School District	Tax Rate	% Yes
Berryessa School District	\$79	78%
Cotati Rohnert Park School District	\$89	67%
Hayward Unified School District	\$58	70%
Jefferson Union High School District	\$48	67%
Peralta Community College District	\$48	72%
Redwood City School District	\$67	69%
Ross Valley School District	\$468	72%
Saratoga Union School District	\$68	69%
Arcadia Unified School District	\$228	68%
New Haven Unified School District	\$180	63%
Contra Costa Community College District	\$11	66%

2011

School District	Tax Rate	% Yes
Burlingame School District	\$76	69%
Las Virgenes Unified School District	\$95	57%
Pacifica School District	\$118	69%
Dixie School District	\$352	80%
San Carlos School District	\$110	81%
Los Gatos-Saratoga Union High School District	\$49	73%
Cupertino Union School District	\$250	70%
Los Altos School District	\$193	67%
Ravenswood City School District	\$196	68%
Pleasanton Unified School District	\$98	65%

2010

School District	Tax Rate	% Yes
Fremont Unified School District	\$53	70%
Cambrian School District	\$96	58%
Auburn Union School District	\$59	55%
Alum Rock Union Elementary School District	\$160	74%
Cabrillo Unified School District	\$150	71%
Mt. Pleasant Elementary	\$95	71%
Palo Alto Unified School District	\$589	79%
Portola Valley School District	\$168	78%
Union School District	\$96	72%
Burlingame School District	\$180	71%
Santa Monica Malibu Unified School District	\$544	64%
Foothill-De Anza Community College District	\$69	58%

2009

School District	Tax Rate	% Yes
La Cañada Unified School District*	\$150	75%
Palos Verdes Peninsula Unified School District*	\$374	69%
Cupertino Union School District	\$125	70%
Moreland School District	\$95	69%
Novato Unified School District*	\$251	69%
Piedmont Unified School District (Measure B)*	\$2,100	78%
Piedmont Unified School District (Measure E)*	\$249	73%
San Carlos School District	\$78	72%
San Ramon Valley Unified School District	\$144	72%
Jefferson Elementary School District	\$85	58%

2008

School District	Tax Rate	% Yes
Alameda Unified School District*	\$120	67%
Belmont Redwood Shores School District	\$78	72%
Berryessa Union School District*	\$79	73%
Campbell Union High School District	\$85	79%
Dublin Unified School District*	\$96	73%
Franklin-McKinley School District	\$72	74%
Live Oak School District	\$84	77%
Los Gatos Union School District	\$290	84%
Mountain View Whisman School District*	\$127	80%
Oak Park Unified School District	\$197	83%
Oakland Unified School District*	\$195	79%
Pacifica School District	\$96	67%
Santa Cruz City Elementary School District	\$105	80%
Santa Monica-Malibu Unified School District	\$346	73%
West Contra Costa Unified School District	7.5 ¢/sq ft	79%

2007

School District	Tax Rate	% Yes
Emery Unified School District*	15 ¢/sq ft	87%
Lafayette School District*	\$313	73%
Las Virgenes Unified School District	\$98	78%
Palos Verdes Peninsula Unified School District*	\$209	80%
Petaluma City Elementary School District*	\$75	76%
Petaluma Union High School District*	\$50	76%
San Marino Unified School District*	\$295	71%
Pacifica School District	\$96	58%

2006

School District	Tax Rate	% Yes
Cabrillo Unified School District	\$195	62%

2005

School District	Tax Rate	% Yes
Palo Alto Unified School District*	\$493	74%
Novato Unified School District*	\$155	75%
Santa Cruz City Elementary School District	\$70	80%
Santa Cruz City High School District	\$28	77%

2004

School District	Tax Rate	% Yes
Belmont Redwood Shores School District	\$96	67%
Burlingame Elementary School District	\$104	78%
Cambrian Elementary School District	\$63	74%
Campbell Union High School District	\$85	68%
Fremont Union High School District	\$98	67%
Las Virgenes Unified School District	\$98	71%
Mountain View Whisman School District*	\$75	69%
Oakland Unified School District*	\$195	75%
Oak Park Unified School District*	\$197	82%
Washington Union School District	\$120	59%
Palo Alto Unified School District	\$521	66%

2003

School District	Tax Rate	% Yes
Burlingame Elementary School District	\$76	72%
Palos Verdes Peninsula Unified School District*	\$173	73%
San Mateo-Foster City School District	\$75	69%
Santa Cruz City Elementary School District	\$81	68%
San Lorenzo Valley Unified School District	\$135	51%
Campbell Union School District	\$180	57%

2002

School District	Tax Rate	% Yes
Santa Cruz City Elementary School District	\$70	71%
Los Altos School District	\$597	71%
Santa Cruz City High School District	\$28	67%
Belmont Redwood Shores School District	\$126	65%

2001

School District	Tax Rate	% Yes
Cambrian Elementary School District	\$63	68%
Palo Alto Unified School District*	\$293	76%

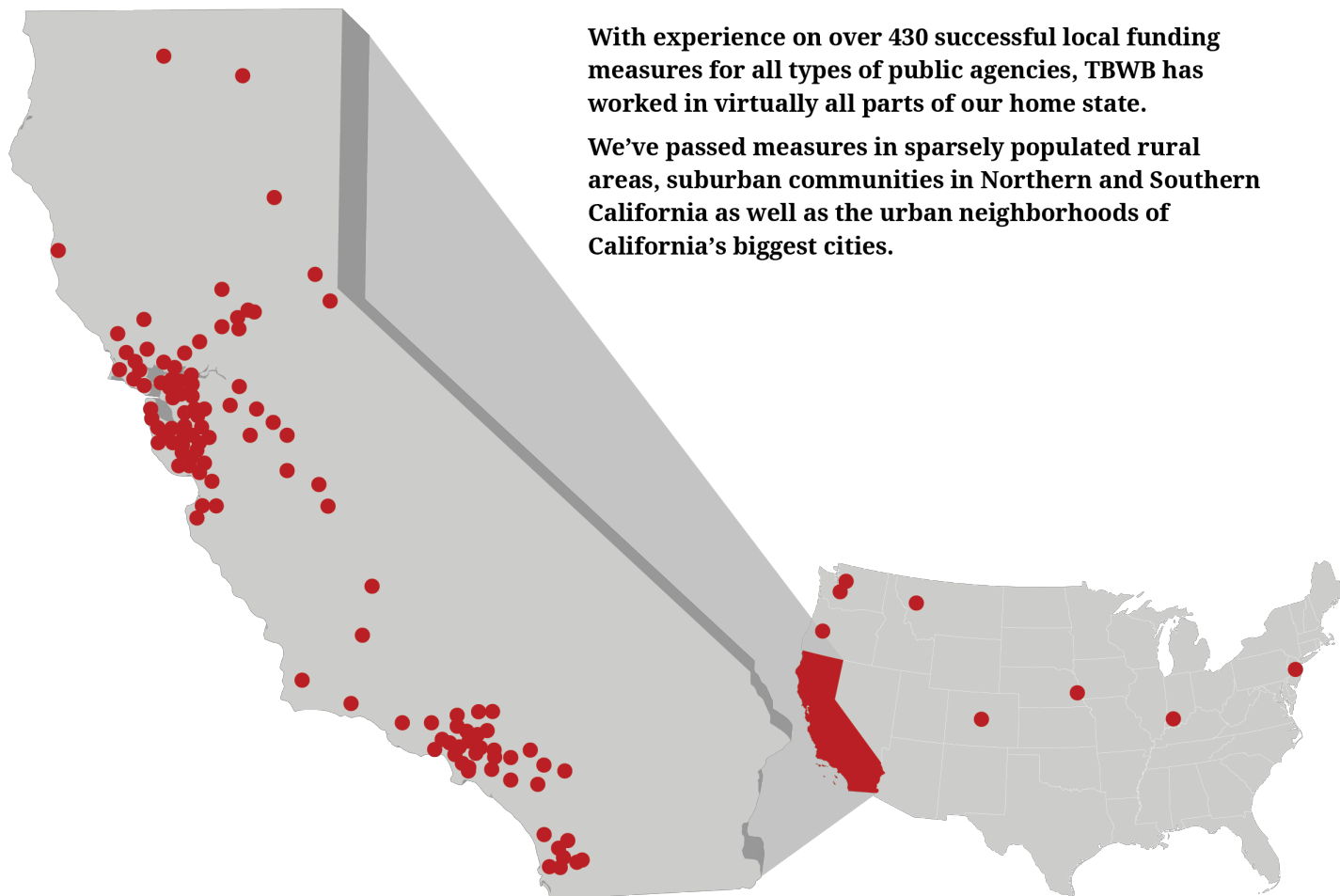
(Partial list)

*Projects managed by Charles Heath while at a prior firm.

COMBINED EXPERIENCE OF TBWB'S PARTNERS

With experience on over 430 successful local funding measures for all types of public agencies, TBWB has worked in virtually all parts of our home state.

We've passed measures in sparsely populated rural areas, suburban communities in Northern and Southern California as well as the urban neighborhoods of California's biggest cities.



Community College Districts

Allan Hancock College
Antelope Valley College
Cabrillo College
Chabot-Las Positas CCD
Chaffey College
College of the Canyons
College of Marin
College of the Siskiyous
Contra Costa CCD
Foothill-De Anza CCD
Gavilan College
Glendale College
Hartnell College
Lane Community College (Oregon)
Mendocino College
Mira Costa College
Napa Valley College
Peralta CCD
Mt. San Jacinto CCD
Rancho Santiago CCD
San Bernardino CCD
San Joaquin Delta CCD
San Mateo CCD
Santa Barbara City College
Santa Monica College
Santa Rosa Junior College
Yuba College

Hospitals and Health Care

Alameda County Medical Center*
Cascade Valley Hospital (WA)*
Daughters of Charity Health System
Plumas Healthcare District*
Salinas Valley Memorial Healthcare System
Save Laguna Hospital
Seton Medical Center
Tahoe Forest Hospital District*
Valley Medical Center (Washington)*
West Contra Costa Healthcare District*
Valley Health System

Transportation

AC Transit District*
Fresno County Transportation Authority
Metropolitan Transportation Commission
Monterey-Salinas Transit
Napa County Transportation Agency
San Benito County Transportation
San Mateo County Transit District
Santa Clara County BART
Santa Cruz County Regional Transportation Commission
Sonoma County Transportation Authority
Stanislaus County Transportation
Transportation Agency of Monterey County
Transportation Authority of Marin
Truckee/North Tahoe Transportation Agency

Parks, Open Space and Water Districts

Alameda County Clean Water Program
Camden Water
Fresno Parks
Greater Vallejo Recreation District
Hayward Area Recreation District
Los Angeles County Flood Control District
Los Angeles County Regional Park and Open Space District
Marin Agricultural Land Trust
Marin County Parks and Open Space
Midpeninsula Regional Open Space District
Missoula Open Space (Montana)
Monterey Peninsula Regional Park District
Napa County Regional Park and Open Space District
Pleasant Hill Recreation and Park District*
Santa Clara County Open Space Authority
Santa Clara County Parks
Santa Clara Valley Water District
Save the Bay
Sonoma County Agricultural Preservation and Open Space District
Zone 7 Water Agency (Alameda County)

(Partial List) *Projects managed by Charles Heath while at a prior firm.

Fire Districts

East Contra Costa Fire Protection District
Fresno County Fire Protection District
Marin County Fire Department
North Tahoe Fire Protection District
Oakland Wildfire District*
Santa Cruz County Fire District - CSA48
Truckee Fire Protection District

Cities, Counties and Special Districts

Alameda Free Library*	City of Salinas
Citizens for Carmel Valley	Town of San Anselmo
City of Alameda	City of San Bernardino*
City of Barstow	City of San Carlos
City of Burlingame	City of San Gabriel*
City of Campbell	City of San Jose
City of Chula Vista	City of San Rafael
City of Colton*	City of Santa Cruz
Town of Corte Madera	City of Santa Fe Springs
City of Del Mar	City of Santa Monica
City of Diamond Bar	City of Santa Rosa
City of Downey	City of South Lake Tahoe
City of Emeryville	City of South Pasadena
City of Fairfield	Town of Truckee
City of Foster City	City of Union City*
City of Fremont	City of Vacaville
City of Glendale	City of Ventura
City of Gustine	City of Watsonville
City of Kerman	Town of Windsor
City of Lafayette	Yuba City
City of Laguna Beach	Los Angeles County
City of Los Altos	Homeless Initiative
City of Madera	Marin County
City of Manteca	Marin County Free Library
City of Merced	Merced County Association
City of Morgan Hill	of Governments
City of Murrieta	Napa County
City of Oceanside	Oakland Public Library*
City of Pacifica	Pacifica Library
City of Palm Springs	Placer County
City of Palmdale	San Mateo County
City of Palo Alto	Santa Clara County
City of Pleasant Hill	Santa Clara County Libraries*
City of Pomona	Santa Cruz County
City of Port Hueneme*	Santa Cruz County Library
City of Redwood City	

Statewide Measures

Proposition 1 2018 – Veterans and Affordable Housing Act
Proposition 2 2018 – Homeless Mental Health Housing Act

High School Districts

Campbell Union High SD
Chaffey Joint Union High SD
Delano Joint Union High SD
East Side Union High SD
Fremont Union High SD*
Fullerton Joint Union High SD
Galt Joint Union High SD
Grant Joint Union High SD
Jefferson Union High SD
Los Gatos-Saratoga Union High SD
Mountain View-Los Altos High SD
Nevada Joint Union High SD
Oxnard Union High SD
Perris Union High SD
Petaluma Joint Union High SD
Placer Union High SD
Roseville Joint Union High SD
San Benito High SD
San Dieguito Union High SD
San Mateo Union High SD
San Rafael High SD
Santa Cruz City High SD
Santa Rosa High SD
Sequoia Union High SD
Tamalpais Union High SD
William S. Hart Union High SD

*(Partial List) *Projects managed by
Charles Heath while at a prior firm.*

Elementary School Districts

Alisal Union SD
Alpine Union SD
Alta Loma SD
Alum Rock Union Elementary SD
Anaheim Elementary SD
Auburn Union SD
Beardsley SD
Belmont-Redwood Shores SD
Berryessa Union SD
Buena Park SD
Burlingame SD
Cambrian SD
Campbell Union SD
Castaic Union SD
Central SD
Centralia Elementary SD
Cupertino Union SD
Del Mar Union SD
Dixie SD
Fountain Valley SD
Franklin-McKinley SD
Fruitvale SD
Hermosa Beach City SD
Huntington Beach City SD
Jefferson Elementary SD
Kentfield SD
Lakeside Union SD (San Diego County)
Larkspur-Corte Madera SD
Live Oak SD
Loma Prieta Joint Union SD
Los Altos SD
Los Gatos Union SD
Lowell Joint SD
Menifee Union SD
Millbrae SD
Modesto City Elementary SD
Moraga SD
Moreland SD
Mount Pleasant Elementary SD
Mountain View Whisman SD
Norris SD
North Sacramento SD
Oakley Union Elementary SD
Ocean View SD (Orange County)
Orinda Union SD
Pacifica SD
Palmdale SD
Perris Elementary SD
Petaluma City Elementary SD
Portola Valley SD
Ravenswood City SD
Redwood City SD
Reed Union SD
Rosemead SD
Roseville City SD*
Ross Valley SD
San Carlos SD
San Mateo-Foster City SD
San Rafael Elementary SD
Santa Cruz City Elementary SD
Santa Rita Union SD
Santa Rosa Elementary SD
Saratoga Union SD
Saugus Union SD
Savanna SD
Soquel Union Elementary SD
Stanislaus Union SD
Sulphur Springs Union SD
Sunnyvale SD*
Union SD
Westminster SD

Unified School Districts

Alameda USD
Albany USD
Amador County USD
Arcadia USD
Azusa USD
Baldwin Park USD
Bassett USD
Bonsall USD

Unified School Districts (cont.)

Cabrillo USD
Carlsbad USD
Castro Valley USD
Charter Oak USD
Claremont USD
Conejo Valley USD
Corona-Norco USD
Cotati-Rohnert Park USD
Culver City USD
Davis Joint USD
Downey USD
Dublin USD
El Rancho USD
Emery USD*
Evansville-Vanderburgh School Corporation (Indiana)
Fairfield-Suisun USD
Folsom Cordova USD
Fremont USD
Garden Grove USD
Glendale USD
Hayward USD
Irvine USD
Jurupa USD
Kerman USD
La Cañada USD
Lake Elsinore USD
Lammersville USD
Las Virgenes USD
Lompoc USD
Los Alamitos USD
Madera USD
Manhattan Beach USD
Martinez USD
Milpitas USD
Monterey Peninsula USD
Moreno Valley USD
Morgan Hill USD
Mount Diablo USD
Mountain Empire USD
Napa Valley USD
New Albany Floyd County Consolidated
School Corporation (Indiana)
Newark USD
New Haven USD
Novato USD
Oakland USD*
Oak Park USD
Orange USD
Pajaro Valley USD
Palo Alto USD
Palos Verdes Peninsula USD*
Paradise USD
Patterson Joint USD
Piedmont USD*
Pleasanton USD
Poway USD*
Riverside USD
San José USD
San Lorenzo Valley USD
San Marcos USD
San Marino USD
San Ramon Valley USD
Santa Ana USD
Santa Monica-Malibu USD
Scotts Valley USD
Simi Valley USD
Snowline Joint USD
Sonoma Valley USD
South Pasadena USD
South San Francisco USD
St. Helena USD
Tahoe Truckee USD
Torrance USD*
Tustin USD
Val Verde USD
Vallejo City USD
Vista USD
Walnut Valley USD
West Contra Costa USD
Westside SD 66 (Nebraska)
Woodland Joint USD
Yucaipa-Calimesa Joint USD

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

**ITEM: REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO
EMERGENCY CONDITIONS**

PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To review and approve the Request for Allowance of Attendance due to emergency conditions (Form J-13A)

BACKGROUND INFORMATION: The California Department of Education understands, in some instances, the impact of closing a school for a period of time is necessary to ensure the safety of students. Under Education Code Section 41422 and 46392, specific instances are outlined where closing a school may not negatively affect the funding and instructional minutes lost due to the school closure.

- (1) Fire.
- (2) Flood.
- (3) Impassable roads.
- (4) Epidemic.
- (5) Earthquake.
- (6) The imminence of a major safety hazard as determined by the local law enforcement agency.
- (7) A strike involving transportation services to pupils provided by a nonschool entity.
- (8) An order provided for in Section 41422.

The LEA governing board must approve each request by completing Section E, Affidavit of School District.

DETAILS: The Camp Fire which started the morning of November 8, 2018 has burned more than 150,000 acres, and it has become the deadliest wildfire in California history. On November 16, data from the Bay Area Quality Management District showed local air quality levels in the “very unhealthy” range. (Exhibit A) The District decided to close school on November 16, 2018 to ensure the safety of all or our students.

FINANCIAL INFORMATION: Approximately \$174,000 would be lost if the waiver is not approved.

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.*

<p>RECOMMENDATION: To review and approve the request for allowance of attendance due to emergency conditions (Form J-13A)</p>
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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:		COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME:				FISCAL YEAR:
ADDRESS:			COUNTY NAME:	
CITY:		STATE:		ZIP CODE:
CONTACT NAME:	TITLE:	PHONE:	E-MAIL:	

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> CHARTER SCHOOL
--	---	--

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

<input type="checkbox"/> SCHOOL CLOSURE: When one or more schools were closed because of conditions described in <i>EC</i> Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per <i>EC</i> Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to <i>EC</i> Section 46200, et seq. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to <i>EC</i> Section 46392 and <i>CCR</i> , Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to <i>EC</i> Section 46392 and <i>CCR</i> , Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of <i>EC</i> Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in <i>EC</i> Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to <i>EC</i> Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>

CALIFORNIA DEPARTMENT OF EDUCATION
 REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION B: SCHOOL CLOSURE

☐ Not Applicable (Proceed to Section C)

PART I: NATURE OF EMERGENCY (Describe in detail.)

☐ Supplemental Page(s) Attached

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION C: MATERIAL DECREASE

☐ Not Applicable (Proceed to Section D)

PART I: NATURE OF EMERGENCY (Describe in detail.)

☐ Supplemental Page(s) Attached

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
			-				
Total:							

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/j13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
Total:							

*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☐ Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of _____, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ Title: _____ of _____ County, California
 (Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ Authorizing LEA Name: _____
 (Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____
 (Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ Title: _____ of _____ County, California
 (Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

ITEM: **AMENDMENT #01 TO DESIGN-BUILD AGREEMENT FOR
THE OCEAN VIEW ELEMENTARY RE-BUILD PROJECT BY AND
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT (“DISTRICT”) AND
C. OVERAA & CO.**

PREPARED BY: **JACKIE KIM, CHIEF BUSINESS OFFICIAL**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve Amendment #01 to the Agreement for Design-Build Services for the Ocean View Elementary Re-build Project by and between Albany Unified School District and C. Overaa & Co.

BACKGROUND INFORMATION: At the January 30, 2019 Board of Education meeting, the Board approved a Design-Build Agreement with C. Overaa & Co. for design and construction services related to the Ocean View Elementary Re-build Project. At that time, Overaa’s proposal was based on a Guaranteed Maximum Price of \$32,673,894. The Agreement stipulated that an initial Value Engineering/Cost Reduction effort would be undertaken by the project team, made up of Overaa/GouldEvans, District Administration, OVES Stakeholders, Sustainability/Integrated Design Committee Members and Board Member observers. The cost reduction goal for this effort was a net reduction of \$2,673,894, which would bring the revised Guaranteed Maximum Price to \$30,000,000. This effort produced a net reduction of \$2,957,451, which brings the current Guaranteed Maximum Price to \$29,716,443. A detailed breakdown of the accepted Value Engineering/Cost Reduction items is attached. In addition to cost reductions, a scope of work, which entails a seismic upgrade and renovation of the existing fifth-grade wing has been added to the project scope. The project schedule is also being extended by sixteen days to reflect a delayed design start date due to the cost reduction effort.

DETAILS: This Amendment #01 to the Design-Build Agreement, revises the project scope of work as detailed in the attached “Value Engineering Worksheet,” dated May 20, 2019, and extends the completion schedule. The proposed cost reductions and schedule extension have been reviewed and recommended by the District’s Project Manager.

- Original Guaranteed Maximum Price: \$32,673,894
- Total Proposed Cost Reductions: \$2,957,451
- Revised Guaranteed Maximum Price: \$29,716,443

FINANCIAL INFORMATION: \$29,716,443 Bond Fund

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: To review and approve Amendment #01 to the Agreement for Design-Build Services for the Ocean View Elementary Re-build Project by and between Albany Unified School District and C. Overaa & Co.

**AMENDMENT TO AGREEMENT FOR DESIGN-BUILD SERVICES
FOR THE OCEAN VIEW ELEMENTARY RE-BUILD PROJECT BY AND BETWEEN
ALBANY UNIFIED SCHOOL DISTRICT (“DISTRICT”) AND C. OVERAA & CO.
 (“DESIGN-BUILDER”)**

The Design-Build Agreement between Albany Unified School District (“District”) and C. Overaa & Co. (“Design-Builder”) shall be amended as follows:

I. Pursuant to Article VII – Contract Documents of the Design-Build Services Agreement, the following sections of the Agreement are amended as follows:

a. Contract Sum and Project Scope of Work:

The Contract Sum (Guaranteed Maximum Price) and Project Scope of Work is revised by this Amendment as detailed in attached Value Engineering Worksheet (“VE #01”), dated May 20, 2019 and as summarized below.

- Original Guaranteed Maximum Price: \$32,673,894.00
- Total Proposed Cost Reductions: \$2,957,451.00
- Revised Guaranteed Maximum Price: \$29,716,443.00

b. Completion Schedule:

The Completion Schedule is extended by this Amended as follows.

- Revised Substantial Completion Date: May 7, 2021
- Revised Final Completion Date: June 18, 2021

DESIGN-BUILDER:

C. Overaa & Co.

By:

Its:_____

Date:_____

DISTRICT:

Albany Unified School District

By:

Its:_____

Date:_____

VALUE ENGINEERING WORKSHEET



Albany Unified School District

Ocean View Elementary Re-build

Design-Builder: Overaa Construction

VE #: 01

Description: Initial Project Cost Reductions

Date: May 20, 2019

Item No.	Description	Qty	Unit	Unit Cost	Subtotal
Ravised Program/Layout					
1	Reduced new construction square footage	(2,880)	sf	450	(1,296,000)
2	Deleted library renovation square footage	(6,480)	sf	231	(1,495,938)
3	Added new construction square footage	2,431	sf	450	1,093,950
Value Engineering Items Accepted by Committee					
4	Delete one set of stairs and railings	1	ea	(28,000)	(28,000)
5	Delete one overhead coiling door at science classroom	1	ea	(9,500)	(9,500)
6	Delete DDC Controls	1	ls	(318,084)	(318,084)
7	Delete window Sensors	1	ls	(78,000)	(78,000)
8	Delete intrusion alarm	1	ls	(10,000)	(10,000)
9	Utilize aluminum in lieu of copper electrical conductors	1	ls	(10,000)	(10,000)
10	Delete accordion partition at Multi-purpose Room	60	lf	(2,833)	(170,000)
11	Reduce metal trellis allowance by \$25,000	1	ea	(25,000)	(25,000)
12	Provide roof-top HVAC equipment at Library in lieu VRF	6,486	sf	(19)	(125,000)
13	Provide roof-top HVAC equipment at classrooms/admin in lieu of VRF	34,536	sf	(7)	(250,000)
14	Delete HVAC equipment proposed for Library renovation	1	ls	(437,500)	(437,500)
5th Grade Wind Light Seismic Upgrade & Interior Finish Scope					
15	Structural upgrades	5,760	sf	22	126,720
16	Acoustic ceilings	5,760	sf	3	17,280
17	Ceiling demo	5,760	sf	2	11,520
18	Flooring	5,760	sf	3	17,280
19	Flooring demo	5,760	sf	2	11,520
20	Painting	5,760	sf	5	28,800
21	Electrical re-work	5,760	sf	3	17,280
Direct Costs Subtotal:					(2,928,672)
GENERAL CONTRACTOR MARKUPS					
General Liability Insurance:		0.40%		(11,715)	
Builders Risk Insurance:		0.07%		(2,058)	
Payment & Performance Bonds:		0.51%		(15,006)	
Profit Markup:		0.00%		0	
Subtotal:					(28,779)
Total Cost Reduction:					(2,957,451)
Original GMP:					32,673,894
Revised GMP:					29,716,443

Reviewed by: Juan Barroso
Derivi Castellanos Architects
District's Project Manager

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

**ITEM: CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
CATEGORICAL EXEMPTION FOR THE ALBANY HIGH SCHOOL
ADDITION PROJECT**

PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To review and approve the Notice of Exemption under the California Environmental Quality Act (CEQA) to be filed with the County Registrar for the Albany High School Addition project.

BACKGROUND INFORMATION: The US Congress passed the National Environmental Policy Act (NEPA) in 1969; which led to a set of related guidelines in CEQA approved by the State of California in 1970. A public agency must comply with CEQA when it undertakes an activity defined by CEQA as a “project.” CEQA outlines certain instances where a project may be exempt. Additionally, the California Department of Education (CDE) requires that the District make a determination of a project’s CEQA status in connection to potential future state funding opportunities.

DETAILS:

The Albany High School Addition project is categorically exempt from environmental review under CEQA as follows:

- Class 14: consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms, whichever is less.

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: To review and approve the Notice of Exemption under the California Environmental Quality Act (CEQA) to be filed with the County Registrar for the Albany High School Addition project.

**Albany Unified School District
Notice of Exemption**

To: Alameda County
Clerk-Recorder Office
1106 Madison Street
Oakland, California 94607

From: Albany Unified School District
819 Bancroft Way
Berkeley, California 94710

Project Title: Addition of Classroom Building at Albany High School with no significant changes to use or enrollment capacity.

Project Location - Specific: 603 Key Route Blvd.

Project Location - City and County: Albany, CA 94706. Alameda County

Description of Project: The project consists of an addition of a classroom building on the existing Albany High School site. The new classroom building will provide eight new classrooms that will serve the same use and enrollment capacity as the existing facility. Programming, operating hours and traffic patterns will be unchanged by the project.

Name of Public Agency Approving Project: Albany Unified School District

Name of Agency Carrying Out Project: Albany Unified School District

Exempt Status: *(check appropriate box(es))*

- € Statutory Exemption. Check one of the following.
 - € Feasibility and Planning Study (Sec. 15262)
 - € Ministerial Project (Sec. 21080(b)(1); 15268);
 - € Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
 - € Rates, Tolls, Fares, and Charges (Sec. 15273)
 - ☒ Categorical Exemption. State type and section number: Class 1: Sec. 15301 and Class 2: Sec. 15302
 - € No Possibility of Significant Impact (Sec. 15061 (b) (3))
-

Reasons Why Project Is Exempt: Class 14: minor addition to existing school within existing school grounds where the addition does not increase original student capacity by more than 25% or ten classrooms.

District Contact Person: Jackie Kim, Chief Business Official

Signature:

Date:

Telephone: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

ITEM: INDEPENDENT CONTRACT AGREEMENT WITH METROPOLITAN VAN & STORAGE, INC.

PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To review and approve the contract with Metropolitan Van & Storage, Inc (Metropolitan).

BACKGROUND INFORMATION: Due to the Ocean View Elementary School renovation/rebuild construction project, students and staff will need to be relocated to other AUSD school sites. In the fall of 2019, grades 1 and 2 will be relocated to the AMS Annex, and Kindergarten will be relocated to Marin and Cornell Elementary Schools. This work will also include moving six (6) classrooms from Albany Middle School to the AMS Annex. Staff will require the services of a moving company to move furniture, materials, and supplies to these sites.

DETAILS: The District contacted three vendors that had experience with moving schools. All three companies were given a walk through of the school by the Principal, Secretary, Facilities Coordinator, and Custodian. Metropolitan's quote came in as a fair price for the scope of work we require. The Ocean View staff that met with the three vendors recommends Metropolitan Van & Storage, Inc. to provide services for the Ocean View move to Marin and Cornell Elementary Schools, to the AMS Annex, and to move six (6) classrooms from AMS to the Annex.

FINANCIAL INFORMATION: \$14,498.13 - Bond Fund

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: Review and approve the contract with Metropolitan Van & Storage, Inc.



License Number: 947244

5400 Industrial Way, Benicia, CA 94510 Phone: (707)328-2154



PRICE QUOTE

Prepared (revised) (May 23, 2019) for
Aliyya Wilkes
Ocean View Elementary School Move

Project Scope:

Dear Aliyya:

Thank you for allowing Metropolitan to give you quote to move and Classrooms 2, 4, 5, 26, 27, 28, 29, 34, 40 and Lib 1 all going to Albany Middle School Annex. Now you have 4 Kindergarten classes (18 & 19 to Marin Elementary and 20, 21 and 34 moving to Cornell) Moving of all the classrooms can be done all in one day. Additional work will include moving SIX classrooms from Albany Middle School (old building). Below is a breakdown cost if approve please sign below and forward it back. If you have any questions, please let me know.

Cost:

Moving Classrooms to Albany Middle School:	\$5,490.00
Moving of Kindergarten Classroom:	\$2,985.00
SIX rooms from old building:	\$3,000.00
7-Different Color Labels:	N/C
1000-Moving Boxes:	\$2,250.00
Sale Taxes:	\$219.38
Box Delivery:	\$403.75
Fuel Charge:	\$150.00

Total: **\$14,498.13**

Move days that move can happen: 6/24,25,26/2019 you pick the Day.

ALBANY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is hereby entered into this May 28 , 2019, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Metropolitan Van & Storage, Inc.

CONTRACTOR

5400 Industrial Way, Benicia, CA 94510

MAILING ADDRESS

CITY

STATE

ZIP

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

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

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

3. Term. CONTRACTOR shall:

☐ Provide services under this AGREEMENT on the following specific dates
 _____, _____, _____, _____, _____, _____, _____, and
 complete performance no later than _____;
 OR
☒ Commence providing services under this AGREEMENT on:
 Move can happen on 6/24, 25 and/or 26, 2019

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

no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

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

5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Fourteen thousand four hundred ninety eight dollars and thirteen cents (\$14,489.13)** DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
 - a. Such compensation shall be based on:
 - ☐ An hourly rate of _____ for a total amount of _____ hours.
 - ☐ A daily rate of \$ _____ for a total amount of _____ days.
 - ☐ Total amount of \$ _____.
 - b. Payment method shall be:
 - x **Upon Completion**
 - ☐ Date of Service
 - ☐ **Other (Specify): _____.**

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

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

6. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contracted Parties, even if such Equipment is furnished, rented

or loaned to Contractor or the Contracted Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.

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

be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:
 - X Contractor and the Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.
 - ☐ The following Contracted Parties have **more than limited contact** (as determined by District) with District students during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

13. Tuberculosis Certification. Contractor and the Contracted Parties shall at all times

comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

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

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

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

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

DISTRICT:

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
 Name: _____
 Title: _____

Address for District Notices:

Albany Unified School District
 1200 Solano Avenue
 Albany, CA 94706

Date of Board Approval: _____

CONTRACTOR:

Metropolitan Van & Storage, Inc.

Tax Identification Number:
 (confidential)

By: _____
 Name: _____
 Title: _____

Address for Contractor Notices:

Metropolitan Van & Storage, Inc.
 5400 Industrial Way
 Benicia, CA 94510

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

ITEM: **AGREEMENT WITH DERIVI CASTELLANOS ARCHITECTS
FOR DESIGN AND ENGINEERING OF NEW NEIGHBOR FENCE AT
ALBANY MIDDLE SCHOOL ANNEX**

PREPARED BY: **VAL WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve the Agreement with Derivi Castellanos Architects for design and engineering of a new neighbor fence at Albany Middle School Annex.

BACKGROUND INFORMATION: As the Albany Middle School Annex project is nearing completion, the District has engaged with neighbors to discuss the installation of a new fence. The District has also discussed installation of this fence with the City of Albany. From these discussions, the District is recommending the installation of a twelve-foot-tall residential style wood fence along the Eastern property line. Compared to the existing chain-link fence, the proposed fence will provide greater visual privacy between the Annex and the neighbors. Because the proposed fence is taller than the typical residential fence (usually six feet tall), fully engineered drawings will have to be submitted to the Division of State Architect (DSA) for review and approval prior to installation. Upon DSA's approval, it is expected that the new fence will be installed prior to start of school in August 2019.

DETAILS: DSA Architect/Engineer of Record Services for the Albany Middle School Annex New Neighbor Fence scope of work. Services will be provided on a fixed-fee basis and shall include:

- Prepare a fully engineered set of plans and specs for the proposed scope of work
- Submit plans and specs to DSA for review
- Construction oversight as required by DSA
- Coordination with installer, inspector, DSA and District
- Closeout and DSA certification of project

FINANCIAL INFORMATION: \$19,600 Bond Fund

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: To review and approve the Agreement with Derivi Castellanos Architects for design and engineering of a new neighbor fence at Albany Middle School Annex.



Silicon Valley
95 S Market St, Suite 480
San Jose, CA 95113

Central Valley
3031 W March Ln, Suite 334
Stockton, CA 95219

dcaia.com

May 20, 2019

DCA P19.033

Ms. Valerie Williams
Superintendent
ALBANY UNIFIED SCHOOL DISTRICT
819 Bancroft Way
Berkeley, CA 94710

Re: PROPOSAL FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES
Design and Engineering for New Neighbor Fence
Albany Middle School Annex

Dear Ms. Williams:

Thank you for inviting Derivi Castellanos Architects (DCA) to provide a Proposal for Architectural and Engineering Design Services related to your Albany Middle School Annex New Neighbor Fence project.

PROJECT BACKGROUND

As the Albany Middle School Annex project is nearing completion, the District has engaged with neighbors to discuss the installation of a new fence. The District has also discussed installation of this fence with the City of Albany. From these discussions, the District is recommending the installation of a twelve-foot-tall residential style wood fence along the Eastern property line. Please see attached "Exhibit A." Compared to the existing chain-link fence, the proposed fence will provide greater visual privacy as well as improved sound control between the Annex and the neighbors. Because the proposed fence is taller than the typical residential fence (usually six feet tall), fully engineered drawings will have to be submitted to the Division of State Architect (DSA) for review and approval prior to installation. Upon DSA's approval, it is expected that the new fence will be installed prior to start of school in August 2019.

SCOPE OF SERVICES TO BE PROVIDED BY DCA

DCA will prepare a set of fully engineered plans and specs to DSA-standards for the proposed fence. DCA will submit the plans and specs to DSA, provide oversight of the construction and will coordinate with DSA and the District as needed.

TIMELINE

DCA will begin preparation of the plans and specs immediately upon written approval of this proposal and will assist in expediting DSA approval and installation of the work. This proposal is valid for 30 days.

FEE AND COMPENSATION SCHEDULE

The basis of Client payments to DCA shall be Lump Sum by Percent Complete as set forth below:

- | | |
|---|----------|
| 1. Architectural/Engineering Design Services Complete | \$19,600 |
|---|----------|

Notes:

- a. Typical reimbursables (mileage, printing for our use only, site investigation) are included in the above figures*
- b. Additional Services shall be provided upon request at T&M rates*
- c. Fee Estimate Worksheet attached*

Client will be invoiced monthly. Invoiced amounts are payable and due within thirty (30) days from receipt of invoice. DCA Hourly Rate Schedule is attached.

EXCLUSIONS & CLARIFICATIONS

1. This proposal is for approximately 340 lineal feet of twelve-foot-high residential style wood fence along the eastern property line only (no other scope is included)
2. Services typically provided by specialty consultants (Geotech, Hazmat, Inspector of Record, Testing Lab, Environmental/CEQA) are excluded
3. DCA does not guarantee project cost or schedule
4. DCA will not be responsible for performance of District consultants, contractors or vendors
5. Responsibility for existing site conditions, deficiencies, violations, hazardous materials, contamination, uncertified projects that may exist on the site is excluded by DCA
6. DCA will not work with hazardous or contaminated materials
7. Any additional services requested by District and not specifically included above will incur additional costs at T&M Rates

NON-DISCRIMINATION

DCA, its employees and consultants do not discriminate against any person on account of race, color, religion, creed, sex, sexual orientation, age, marital status, national origin, ancestry, disability or upon any other unlawful basis.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon thirty days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Albany Unified School District
Architectural and Engineering Design Services
AMS Annex Neighbor Fence
May 20, 2019

THIS PROPOSAL IS RESPECTFULLY SUBMITTED

DERIVI CASTELLANOS ARCHITECTS



Juan G. Barroso
Managing Partner

THIS PROPOSAL IS ACCEPTED AS PRESENTED

ALBANY UNIFIED SCHOOL DISTRICT

Signature of Authorized Representative

Printed Name and Title

Date

Exhibit "A"
Proposed Neighbor Fence
Albany Middle School Annex



FEE ESTIMATE WORKSHEET

CLIENT: ALBANY UNIFIED SCHOOL DISTRICT

PROJECT: Albany Middle School Annex
Neighbor Fence Design

DELIVERABLES: Architectural/Engineering design services required to produce a set of construction documents to be used for bidding and construction, oversight of the construction phase.



PREPARED BY: JUAN BARROSO

DATE: 5/20/19

REVISION: 0

DCA PROPOSAL NO.: P19.033

TASK 1: ARCHITECTURAL/ENGINEERING DESIGN SERVICES														
Scope of Work Items	Estimated Staff Hours								Staff		Consultant Cost	Project Expenses	Total Cost	
	Senior Architect	Senior Proj Mgr	Proj Mgr	Cost Estimator	Sr Project Coordinator	Project Coordinator	Drafter	Clerical	Hours	Cost				
Architectural site plan	8					8			16	\$ 2,480	\$ 5,000	\$ 50	\$ 2,530	
Architectural detailing	8					8			16	\$ 2,480		\$ 50	\$ 2,530	
Structural detailing	8					16			24	\$ 3,440		\$ 50	\$ 8,490	
DSA review	8								8	\$ 1,520		\$ 100	\$ 1,620	
Construction phase	16								16	\$ 3,040		\$ 100	\$ 3,140	
Closeout	4					4			8	\$ 1,240		\$ 50	\$ 1,290	
									-	\$ -				\$ -
									-	\$ -			\$ -	
									-	\$ -			\$ -	
									-	\$ -			\$ -	
									-	\$ -			\$ -	
Additional services not included above - T&M Upon Request.									-	\$ -			\$ -	
									-	\$ -			\$ -	
Subtotals:	52	-	-	-	-	36	-	-	88					
Rate (\$/hr):	190	190	165	165	135	120	100	65						
Totals:	\$ 9,880	\$ -	\$ -	\$ -	\$ -	\$ 4,320	\$ -	\$ -	\$ 14,200	\$ 5,000	\$ 400	\$ 19,600		

HOURLY RATE SCHEDULE
Effective January 1, 2018

The following rate schedule shall be used as a basis for establishing "time and materials" compensation:

Partner	\$220.00
---------	----------

ARCHITECTURAL SERVICES

Principal Architect	\$190.00
Director of Engineering	\$190.00
Architect	\$165.00
Sr. Designer	\$135.00
Sr. Project Coordinator	\$135.00
Designer	\$120.00
Project Coordinator	\$120.00
Drafter	\$100.00
Intern	\$80.00
Clerical Assistant	\$65.00
Consultants	actual cost +10%

PROJECT MANAGEMENT/CONSULTING SERVICES:

Funding Advisor	\$220.00
Director of Engineering	\$190.00
Sr. Project Manager	\$190.00
Project Manager	\$165.00
Cost Estimator	\$165.00
Sr. Project Coordinator	\$135.00
Project Coordinator	\$120.00
Intern	\$80.00
Clerical Assistant	\$65.00
Consultants	actual cost +10%

Reimbursable costs shall be billed at actual cost plus 10% and include reproduction, office consumables, mileage, shipping, telephone, software services, meeting costs, travel time, lodging, other miscellaneous services and expenses required to accomplish the work. Mileage will be reimbursed at the IRS standard mileage rate. These expenses shall not be considered a part of the overall maximum fee. All invoices are due and payable within 30 days of invoice date. All invoices for which payment is not received within 45 days will be assessed a 1.5% per month late charge (18% Annual Percentage Rate). This schedule is subject to adjustment every January 1st.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

ITEM: INDEPENDENT CONTRACTOR SERVICES AGREEMENT WITH UNITED FENCE SERVICES, INC. FOR INSTALLATION OF A NEW NEIGHBOR FENCE AT ALBANY MIDDLE SCHOOL ANNEX

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To review and approve the Independent Contractor Services Agreement with United Fence Services, Inc. for installation of a new neighbor fence at Albany Middle School Annex.

BACKGROUND INFORMATION: As the Albany Middle School Annex project is nearing completion, the District has engaged with neighbors to discuss the installation of a new fence. The District has also discussed installation of this fence with the City of Albany. From these discussions, the District is recommending the installation of a twelve-foot-tall residential style wood fence along the Eastern property line. Compared to the existing chain-link fence, the proposed fence will provide greater visual privacy between the Annex and the neighbors. Because the proposed fence is taller than the typical residential fence (usually six feet tall), fully engineered drawings will have to be submitted to the Division of State Architect (DSA) for review and approval prior to installation. Upon DSA's approval, it is expected that the new fence will be installed prior to start of school in August 2019. This Agreement is for installation of the new neighbor fence upon approval by DSA.

DETAILS: Installation of new neighbor fence at Albany Middle School Annex upon approval by DSA. Services will be provided on a lump-sum cost basis and shall include:

- Contractor to provide all materials, hardware, equipment and labor to supply and install approximately 355 feet of 12 foot tall wood fence along the back of the Albany Middle School Annex to match existing wood fence at Cougar field.
- Posts will be 6" x 6" pressure treated brown tone, set in new concrete footings.
- Top and bottom rails will be 2" x 6" redwood con-common.
- Boards will be 2" x 6" redwood con-common.
- Boards will be installed board on board.
- Bottom kick boards will be 2" x 12" pressure treated brown tone.
- Fence will be built and installed to match existing fence adjacent to/east of Cougar Field based on site visit.
- Nails to perform this work will be galvanized.
- Contractor will coordinate around existing landscape and irrigation.

- Installation schedule will be determined based on DSA's approval timeline.

FINANCIAL INFORMATION: \$42,600 Bond Fund

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: To review and approve the Independent Contractor Services Agreement with United Fence Services, Inc. for installation of a new neighbor fence at Albany Middle School Annex.

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

This agreement is hereby entered into this 28th day of May, 2019, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT", and United Fence Services Inc., hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

Contractor Address:

5491 W F Street	Tracy	CA	95304
STREET ADDRESS	CITY	STATE	ZIP

Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"): Albany Middle School Annex New Neighbor Fence in accordance with Exhibit A, attached hereto.

1. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.
2. **Term.** CONTRACTOR shall commence providing services under this AGREEMENT on the date contained in the project Notice To Proceed. There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
3. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however, the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.

4. **Compensation.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Forty-Two Thousand, Six Hundred Dollars (\$42,600.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

a. Such compensation shall be based on:

- ☐ An hourly rate of _____ for a total amount of _____ hours.
- ☐ A daily rate of \$ _____ for a total amount of _____ days.
- ☒ Total amount of \$ 42,600.00. This amount is based on installation of 355 lineal feet of 12-foot-high fence. This amount will be confirmed by field measurement of the actual lineal footage of fence installed, addition or reduction to this amount will be made at a unit rate of \$120 per lineal foot.

b. Payment method shall be:

Upon Completion

- ☐ Date of Service
- ☒ Other (Specify): Invoiced monthly based on % complete.

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

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 819 Bancroft Way, Berkeley, CA, 94710.

5. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contracted Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contracted Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
6. **California Residency.** Contractor and the Contracted Parties shall be residents of the State of California.
7. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands,

liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including but not limited to Contractor's or the Contracted Parties' use of the site; Contractor's or the Contracted Parties' performance of the Services; Contractor's or the Contracted Parties' breach of any of the representations or warranties contained in this Agreement; injury to or death of persons or damage to property or delay or damage to District or the District Parties; or for any act, error, omission, negligence, or willful misconduct of Contractor, the Contracted Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. **Insurance.** Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 8 above, District reserves the right to require contractor to procure and maintain throughout the Term of this Agreement the following insurance:
 - (i) comprehensive general liability insurance with limits not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; if applicable; and neither Contractor nor any of the Contracted Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insured. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.
9. **Independent Contractor Status.** Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
11. **Fingerprinting/Criminal Background Investigation Certification.** Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby

represents and warrants to District the following:

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

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

[Attach and sign additional pages, as needed.]

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

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

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

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

13. **Confidential Information.** Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall

not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

14. **Assignment.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
15. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
16. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
17. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
19. **Non-Discrimination.** PROVIDER shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.
20. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
22. **Attorney Fees.** If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

23. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
24. **Entire Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
25. **Subject To Approval of Board.** This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

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

DISTRICT:

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
Name:
Title:

Address for District Notices:

Albany Unified School District
819 Bancroft Way,
Berkeley, CA 94710

Date of Board Approval: _____

CONTRACTOR:

United Fence Services, Inc.

By: _____
Name:
Title:

Address for Contractor Notices:

United Fence Services, Inc.
5491 W F Street
Tracy, CA 95304

Exhibit "A"
Scope of Work:

Contractor to provide all materials, hardware, equipment and labor to supply and install approximately 355 feet of 12 foot tall wood fence along the back of the Albany Middle School Annex to match existing wood fence at Cougar field. Work to include demolition of existing fence.

- Posts will be 6" x 6" pressure treated brown tone, set in new concrete footings.
- Top and bottom rails will be 2" x 6" redwood con-common.
- Boards will be 2" x 6" redwood con-common.
- Boards will be installed board on board.
- Bottom kick boards will be 2" x 12" pressure treated brown tone.
- Fence will be built and installed to match existing fence adjacent to/east of Cougar Field based on site visit.
- Nails to perform this work will be galvanized
- Contractor will coordinate around existing landscape and irrigation
- Installation schedule will be determined based on DSA's approval timeline

[End of Scope of Work]

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

**ITEM: AGREEMENT WITH FAGEN FRIEDMAN & FULFROST
FOR LEGAL SERVICES**

PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To review and approve the Agreement with Fagen Friedman & Fulfroft, LLP, for legal services.

BACKGROUND INFORMATION/DETAILS: Currently, the District utilizes the Attorney group, Fagen Friedman & Fulfroft (F3) as its legal representative/counsel with respect to matters that AUSD specifically refers to their attorneys. These services are intended to support AUSD with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations. F3 may also provide consulting services in addition to or in support of the legal services provided.

FINANCIAL INFORMATION: Determined by legal services provided to the District.

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: Review and approve the Agreement with Fagen Friedman & Fulfroft, LLP, for legal services.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Albany Unified School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2019 through June 30, 2020:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is

reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Albany Unified School District

Fagen Friedman & Fulfrost LLP

Chris Keeler

Type or Print Name

Name

Managing Partner

Type or Print Title

Title



District Authorized Signature

Signature

DATE: _____

DATE: April 23, 2019



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

Albany Unified School District
July 1, 2019 through June 30, 2020

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$255 - \$295 per hour
Partner	\$315 - \$350 per hour
Of-Counsel	\$350 per hour
Paralegal/Law Clerk	\$175 - \$245 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$255 per hour
Education Consultant	\$265 per hour
Communication Services Consultant	\$295 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of May 28, 2019

**ITEM: SUPERINTENDENT'S REPORT ON SPECIAL EDUCATION
FOCUS GROUP**

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: STAFF REPORT

PURPOSE: The purpose of this staff report is to provide an update to the Board of Education on the Special Education Focus Group that the Superintendent convened in April, 2019.

BACKGROUND INFORMATION:

In January, February, and March of 2018, the Superintendent held a series of meetings with Special Education and General Education teachers, Special Education paraprofessionals, Special Education support providers, parent advocates, and administrators to gather input into issues in AUSD related to Special Education. These meetings were held at school sites (including the Albany Children's Center), and at the District office. The Superintendent also received a list of concerns that was presented to the Board of Education at a regularly scheduled Board meeting. Based on the information received by stakeholders, the Superintendent determined there were some key areas that needed to be addressed, and an update was presented to the Board of Education at the March 27, 2018 Board Meeting:

- Support for Initial Assessments
- Case load
- Support for scheduling substitute paraprofessionals and IEP meetings
- Recruitment, hiring, training, and retention of paraprofessionals
- Collaboration between teachers, parents, paraprofessionals
- Transparent communication

The Special Education Department addressed some of the issues that were raised:

- A paraprofessional handbook was created.
- A clerk position was hired to assist secondary sites with scheduling IEP meetings and placing substitute paraprofessionals in classrooms.
- Substitute coverage was provided for elementary sites so teachers could hold IEP meetings during the school day.
- Some paraprofessional hours were increased.
- Director of Special Education created a Special Education Roundtable and holds meetings with certificated and classified representatives on issues and concerns.

DETAILS:

The recruitment, hiring, training, and retention of paraprofessionals is an issue that many districts in the Bay Area are facing. The Superintendent met with a Special Education advocate and long time parent in the district to develop a Special Education focus group with the purpose of discussing the role of an effective paraprofessional and the support needed to recruit, train, and retain quality staff. The focus group consisted of a parent of a student with special needs, special education teacher, general education teacher, paraprofessional, program specialist, special education advocate, and site administrator.

The focus group met twice on April 18 and April 25, 2019. The April 18th meeting focused on the role of an effective paraprofessional. We discussed what an effective paraprofessional is expected to do and not to do. The April 25th meeting focused on what support a paraprofessional needs to be successful in Albany USD.

Based on the information gathered, the Superintendent will work with the Director of Human Resources and Director of Special education to review and update the paraprofessional job description with the goal of creating a job description that reflects the current needs of our students with special needs. The Superintendent also met with the Director of Special Education to create a new paraprofessional orientation and training program that new paraprofessionals would attend prior to being assigned to a student/school site. In addition, the Superintendent met with the SELPA (Special Education Local Plan Area) Director to discuss joint efforts within the SELPA to increase professional development to paraprofessionals across the five districts in the SELPA. On May 23, 2019, the Superintendent brought forward this idea to the SELPA Policy Board which consists of the superintendents from the Albany, Alameda, Emery, Piedmont, and Berkeley school districts.

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.*

<p>RECOMMENDATION: The Board of Education to receive the Superintendent's Report on the Special Education Focus Group.</p>

SPECIAL EDUCATION FOCUS GROUP

Paraprofessionals





INFORMATION GATHERING PROCESS

January – March, 2018

- Open Sharing by:
 - Paraprofessionals
 - Special Education Teachers
 - General Education Teachers
 - School Psychologists
 - Special Education Support Staff (Specialists)
 - Parent Advocate
 - Special Education Leadership

Visited All School Sites (including Albany Children's Center)

Report to Board of Education

March 27, 2018

- Support for Initial Assessments
- Adequate Case Load
- Support for Scheduling Substitutes and IEP Meetings
- Paraprofessionals:
 - Recruitment, Hiring, Training, Retention of Paraprofessionals
 - Paraprofessional Duties (what they should and should not be)
 - Paraprofessional Hours & Pay
- Collaboration Between Teachers, Parents, Paraprofessionals
- Communication

Progress Update


- The Paraprofessional Handbook was revised.
- A Classified clerk position was hired to assist secondary sites with scheduling IEP meetings and placing substitute paraprofessionals in classrooms.
- Added substitute coverage for elementary sites so teachers can hold IEP meetings.
- A .5 FTE position was allocated to assist with initial assessments at the elementary sites.
- Program expanded so each program has at least one paraeducator whose hours span the entire school day.
- The Director of Special Education created and holds Special Education Roundtable meetings with certificated and classified representatives to discuss issues and concerns.

SPECIAL EDUCATION FOCUS GROUP

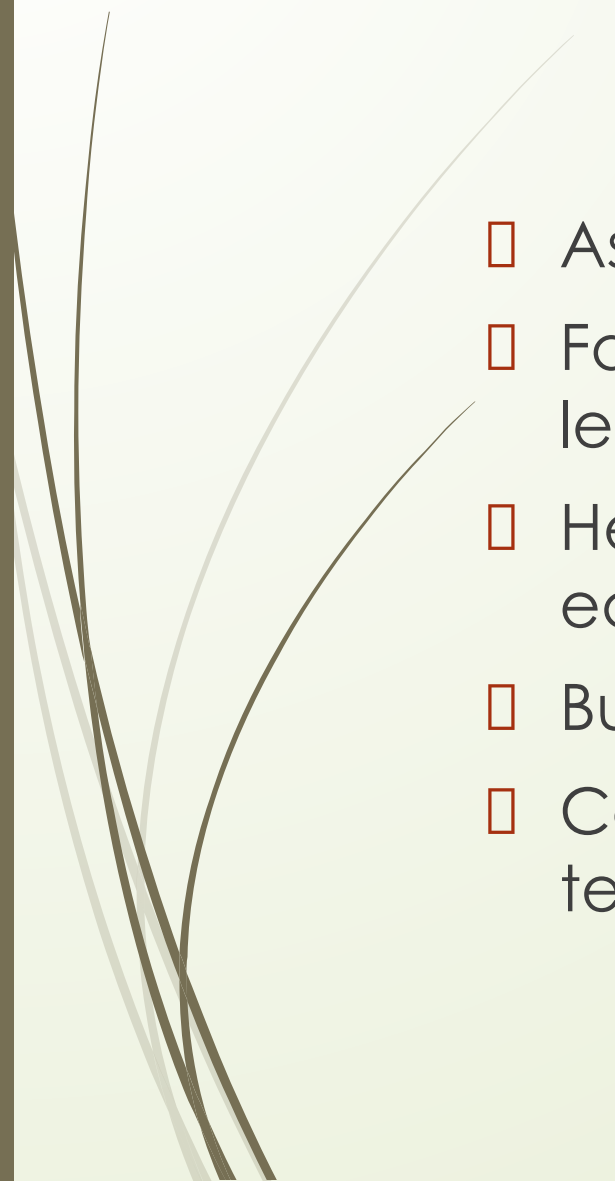
- Special Education Teacher – Joan Wickstrom
- Special Education Paraprofessional – Aubrey Freeman
- Site Administrator – Heather Duncan
- Program Specialist – Beth Tyler
- Parent – Olga Miranda
- Special Education Advocate – Cheryl Theis

SPECIAL EDUCATION FOCUS GROUP

- **PURPOSE:** In order to improve special education program delivery and successful inclusion of our students, this focus group will discuss the role of an effective paraprofessional and support needed to recruit, train, and retain quality staff.
- **ESSENTIAL QUESTIONS:**
 - Meeting #1: What is the role of an effective paraprofessional?
 - Meeting #2: What support does a paraprofessional need to ensure effective recruitment, training, and retention of employees?



WHAT WE LEARNED: What is an effective paraprofessional?

- 
- Assists students to be an advocate for themselves
 - Facilitates a process for students to become independent learners
 - Helps students access the curriculum/navigate the educational process
 - Builds trust and rapport
 - Communicates and collaborates with the classroom teacher

WHAT WE LEARNED: What is an effective paraprofessional?


- ❑ Is an extension, not a duplicate, of the teacher
- ❑ Is a bridge between the Special Education teacher, the case manager, the General Education teacher
- ❑ Knows the difference between “push-in” and “pull-out” support
- ❑ Understands the basic components of an IEP (i.e. goals, objectives)
- ❑ Is important and an integral part of supporting the education of students

WHAT WE LEARNED: What a paraprofessional is not

- A paraprofessional is not/does not
 - The teacher
 - Develop lesson plans
 - Do the assignment for the student
 - Redesign or modify the lessons
 - Conduct assessments
 - Clerical support/paper graders/teacher's aide
 - The disciplinarian



WHAT WE LEARNED: What support a paraprofessional needs to be effective

- Basic professional development (orientation)
 - Understands the duties of the paraprofessional
 - What is Special Education and the different classes (Resource, SDC)
 - CPI for crisis management
 - Understand the student's goals in an IEP and the para's role
- 



WHAT WE LEARNED: What support a paraprofessional needs to be effective

- ❑ Positive Behavior Intervention Support (PBIS) *Basic applied behavior strategies*
- ❑ Structured and meaningful professional development (ongoing opportunities)
- ❑ A structure where a para can leave notes for a substitute para
- ❑ How to collect basic student data that can be shared with the case manager

Additional Information Shared

- ❑ Need PD for general education teachers on the role of the paraprofessional.
- ❑ Paras want to feel as if they are part of the school community (have a sense of team).
- ❑ There should be mandated orientation/basic training prior to starting in the classroom.
- ❑ Planning time needed for para and the teacher.
- ❑ Can paraprofessionals have added days so they can attend professional development when teachers have their PD Days?

Additional Information Shared

- If possible, paras hired at sites and stay there (may be with different students) so the para feels a valued part of the school community.
- Can each site be allocated a floating substitute para to fill in as needed when there are para absences or when there is need for additional para support?
- Paras need to know the “chain of command” so they know who to report to and who to talk to if there is an issue/concern.

The Three “Big Needs”

- ❑ Orientation for all new paraprofessionals when they are hired
- ❑ Review and update the current job description
- ❑ Provide opportunities for ongoing professional development
 - ❑ *Include opportunities for cross-district (within the SELPA) para training/collaboration*

NEXT STEPS: PARAEDUCATOR JOB DESCRIPTION

□ Review and Revise Job Description

- Collaboration with CSEA on draft revisions
- Board of Education for Review, Discussion, and Approval

□ Timeline:

- Review current job description, make revisions, and create a draft (by June 15th)
- HR and CSEA review revisions and create a final approved draft (Fall, 2019)
- Review by Board of Education (Target Date - December, 2019)

NEXT STEPS: ORIENTATION

- New Paraprofessional Orientation Program:
 - Draft Orientation Program -- **Completed**
 - Draft program Implementation – Summer, 2019 and ongoing
 - Independence Facilitation
 - Basic Responsibilities of a Paraprofessional
 - Understanding the IEP
 - How to Navigate the School System
 - Relationship Building
 - Instructional Strategies
 - Behavioral Guidelines



NEXT STEPS: PROFESSIONAL DEVELOPMENT COLLABORATION

- Collaboration with North Region SELPA (Albany, Alameda, Berkeley, Emery, Piedmont)
- AUSD Superintendent met with SELPA Director – May 16th
- AUSD Superintendent presented proposal to SELPA Board on May 23rd
- Superintendent will meet with new AUSD Director of Special Education – June 11th

THINGS TO CONSIDER

□ Budget

- Adding PD days for paraprofessionals to receive continuous professional development
- Cost of Trainers:
 - *Recommendation: Use as much district or SELPA expertise as possible*
 - *Recommendation: Joint SELPA Prof. Dev. – Allows paras from districts to collaborate*

THINGS TO CONSIDER

- ❑ **Planning Professional Development** Across Districts
 - ❑ Districts start school year at different times
 - ❑ Training of Paras who may work different days
- ❑ New hires throughout the year
- ❑ **Online Learning** – *SELPA-Wide Webinars*
- ❑ **Recruitment**
 - ❑ Connection to Berkeley City College needs to be established by new Superintendent and BCC Education Department Director

Future Essential Questions

“Wait, another focus group?”

- How do we establish a system that effectively delivers services using paras and teachers as a team?
 - Multiple Tiered Systems of Support (MTSS)
 - Universal Design for Learning (UDL)
 - Positive Behavior Intervention Support
- ***MTSS & UDL have been found to improve achievement outcomes for students with special needs.***