

**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, June 25, 2019

Albany City Hall

1000 San Pablo Ave., Albany, CA 94706

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

Open Session: 7:00 p.m. - 9:45 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="margin-top: 10px;">All Regular Meetings are videotaped. (To view the videos, visit www.ausdk12.org)</p>	<p>I. OPENING BUSINESS 6:00 p.m.</p> <ol style="list-style-type: none"> A) Call to Order B) Roll Call C) Identify Closed Session Pursuant to Agenda Section III Below <p>II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS</p> <p><i>General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.</i></p> <p>III. CLOSED SESSION 6:05 p.m.</p> <p>With Respect to Every Item of Business To Be Discussed In Closed Session:</p> <ol style="list-style-type: none"> A) Appeal of Denial of Request for Interdistrict Transfer, [Education Code 46600.2] (20 min.) B) Consideration of Confidential Student Discipline Matter [Education Code 35146; 48912] 1 Case: No. 2018-19-01 (20 min.) C) Pursuant to Govt. Code Section 11126(a)1: <ol style="list-style-type: none"> 1) Personnel Action: Notice of Release- Classified Employee (5 min.)
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IV. OPEN SESSION

7:00 p.m.

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

A) 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) Recognition: Special Recognition of Retiring Superintendent Williams

7:05 p.m.

(includes farewell reception)

I) Consent Calendar

7:35 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 June 11, 2019 Board of Education Regular Meeting-----(pg.6)
- 2) Human Resources
 - a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order----- (pg.37)
- 3) Curriculum, Instruction, and Assessment
 - a) Overnight Field Trip: Albany High School Theater Ensemble to Oregon Shakespeare Festival in Ashland, Oregon----- (pg.38)
 - b) Overnight Field Trip: Albany High School Environmental Design Science Engineering and Technology Program (EDSET) to Mt. Tamalpais State Park, Alice Eastwood Group Campsite----- (pg.40)
 - c) 2019-2020 Consolidated Application for Funding Categorical Aid Programs----- (pg.42)
- 4) Special Education
 - a) Master Contract Between Albany Unified School District and Seneca Family of Agencies for 2019-2020----- (pg.44)
 - b) Independent Contractor Services Agreement Between Albany Unified School District and Sonja Biggs Educational Services, Inc.----- (pg.96)

- c) Master Contract Between Albany Unified School District and Heritage Schools, Inc. 2019-2020----- (pg.105)
- d) Work Experience Contract with the Department of Rehabilitation (DOR) We Can Work Program----- (pg.157)

5) Business Services

- a) May 2019 Warrant Report----- (pg.183)
- b) May 2019 Donation Report----- (pg.203)
- c) State Child Development Services Contract for the 2019-20 Fiscal Year (CCTR-9002) and the Resolution for Authorized Signatories for the Contract----- (pg.205)
- d) State Child Development Services Contract for the 2019-20 Fiscal Year (CSPP-9002) and
- e) the Resolution for Authorized Signatories for the Contract----- (pg.224)
- f) Resolution 2018-19-17: Temporary Borrowing Between Funds (Interfund Borrowing)----- (pg.240)

6) Technology

- a) Approve Disposal of Surplus E-waste----- (pg.242)

I) Board and Superintendent Reports (5 mins.) **7:40 p.m.**

J) Student Board Members' Report (5 mins.) **7:45 p.m.**

K) Persons To Address the Board on Matters Not on the Agenda (5 mins.) **7:50 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 Discussion **7:55 p.m.**

- 1) Plan for a Temporary Drop-Off/Pick-Up Zone at Albany High School (15 min.)----- (pg.250)

M) Review And Action **8:10 p.m.**

- 1) 2019-2020 Local Control And Accountability Plan (LCAP) (5 min.)----- (pg.252)
- 2) 2019-2020 Local Control And Accountability Plan Federal Addendum (5 min.)----- (pg.399)
- 3) 2019-2020 Budget Adoption (15 min.)----- (pg.411)
- 4) Resolution 2018-19-18: Education Protection Account Financial Summary (2 min.)----- (pg.598)
- 5) Academic Calendar Task Force (15 min.)----- (pg.602)
- 6) Later Start Times for Albany High School (5 min.)----- (pg.606)
- 7) Independent Contractor Services Agreement Between Albany Unified School District and Dr. Rebecca Schilling 2019-2020 (2 min.)----- (pg.607)

- 8) Independent Contractor Services Agreement Between Albany Unified School District and Maya Guendelman 2019-2020 (2 min.)------(pg.616)
- 9) Independent Contractor Services Agreement Between Albany Unified School District and Hannah Acevedo 2019-2020 (2 min.)------(pg.625)
- 10) Master Contract Between Albany Unified School District and ATX Learning (2 min.)------(pg.634)
- 11) Independent Contractor Services Agreement with UC Berkeley History Social Science Project (5 min.)------(pg.686)
- 12) Independent Contractor Services Agreement with Candice Valenzuela (Candice Rose Consulting) for Professional Development at Albany Middle School (2 min.)------(pg.696)
- 13) Agreement with Yosso Group, Inc., DBA: Specified Play Equipment Co., for Turnkey Installation of One New Play Structure at Albany Middle School Annex (5 min.)------(pg.709)
- 14) Independent Contractor Services Agreement with Mercoza for Curb Stripping, Signage, and Construction of One New ADA Parking Space at Albany Middle School (5 min.)------(pg.720)
- 15) Independent Contractor Services Agreement with United Fence Services, Inc. for Installation of Perimeter Fencing at Kindergarten Play Area at Cornell Elementary School (2 min.)------(pg.732)
- 16) Piggyback Contract with D&D Security Resources, Inc. for 21st Century Furniture for Seven Temporary Classrooms at Albany Middle School Annex (2 min.)------(pg.741)
- 17) Agreement with Donald C. Urfer & Associates, Inc. for Structural Assessment of Retaining Wall at Marin Elementary School (5 min.)------(pg.745)
- 18) Amendment to Independent Contractor Services Agreement with United Fence Services, Inc. for Installation a New Neighbor Fence at Albany Middle School (2 min.)------(pg.753)
- 19) Independent Contractor Services Agreement with Allana Buick & Bers for Investigation of Water Intrusion at Albany High School Gym (5 min.)------(pg.756)

V. AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD (5 min.) 9:40 p.m.

VI. ADJOURNMENT 9:45 p.m.

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

FUTURE BOARD MEETINGS

Date	Time	Location
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August 13, 2019: Regular Meeting	7:00 - 9:30 p.m.	Albany City Hall
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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
Tuesday, May 28, 2019
(pending approval)**

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, 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 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 6:30 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, Educational Services; Cheryl Cotton, Director of Human Resources; Veronica Michael, Director of Special Education/Student Services; Dax Kajiwara, Director of Technology
- 3) **Staff Excused:** Carrie Nerheim, Director I, Student Services; Diane Marie, Director III, Special Education

C) Pledge of Allegiance

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

Student Board Members Mallah and Weinstein 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 June 11, 2019 Regular Board Meeting

- **Changes to Agenda:** President Trutane requested to pull the *Independent Contract Agreement Between Albany Unified School District and Joanne Wile for Mental Health and Grant Programs Coordination and Oversight* from the Consent Calendar so that the Board may vote on it separately.
- **Motion to approve the Agenda with that change:** by Clementina Duron
- **Second:** Sara Hinkley
- **Result:** unanimously approved

G) Spotlight: Marin Elementary School

Melisa Pfohl, Marin Elementary School Principal, introduced Judith Carey, Librarian at Marin, who presented a slideshow about the library program.

Principal Pfohl introduced Nancy Henderson, Teacher in Special Education at Marin, who presented a slideshow on the adaptive physical education program.

H) Recognition:

- 1) Student Board Members
Superintendent Williams and the Board recognized Student Board Members Michaela Weinstein and Audrey Mallah.
- 2) Retiring Employees of Albany Unified School District
Superintendent Williams and the Board recognized the employees retiring from AUSD: James Brandley, Frank Brown, Keith Brown, Judith Carey, Henderson, Nancy Henderson, Nancy Johnson, Catherine Lawrence, Eileen McKenzie, Diane Marie, Margalit Mathan, Kathleen Piccardo,

Mark Rasmussen, Rich Ritchie, Hala Salman, Dee Santos, Margaret Shepherd, Judy Sinclair, Kaye Stacy, Janet Teel, Julie vonEhrenkrook, Val Williams

The Board took a five minute recess to congratulate all of the retirees.

Reconvene To Open Session:

Before the Board moved to the Consent Calendar, President Trutane presented information on the Mental Health Program to share the numbers of people served from this program, relative to item:

Independent Contract Agreement Between Albany Unified School District and Joanne Wile for Mental Health and Grant Programs Coordination and Oversight

Last year’s numbers: AHS, AMS, MacGregor

- 313 students served
 - 3,064 student appointments, 102 onsite appointments with parents/caregivers
 - 640 other collateral contacts (e.g. counselors, teachers)
 - 46 suicide assessments on 28 students
 - 5 hospitalizations by ambulance from school
 - 2-3 more hospitalizations through consultations with parents
 - 46 suicide assessments on 28 students
 - 5 hospitalizations by ambulance from school
 - 2-3 more hospitalizations through consultations with parents
- **Motion to approve the *Independent Contract Agreement Between Albany Unified School District and Joanne Wile for Mental Health and Grant Programs Coordination and Oversight*, and to bring Joanne Wile back in September to present the numbers for 2018-2019:** by President Trutane
 - Seconded by Sara Hinkley
 - Roll call vote: 7:Ayes: 7; Nays: 0; Abstain: 0; Absent: 0
 - Result: Approved 7-0

I) Approval of Consent Calendar

1) Superintendent

- a) Minutes of the May 28, 2019 Board of Education Regular Meeting

The Board requested the following revision:

L) Review And Action

2) Business Services

- a) Parcel Tax Public Opinion and Polling Services
She introduced ~~Charles Seith~~Charles Heath, partner with ~~Terris Barnes Walters~~
~~Boigon Heath, Inc.~~ (TBWB)

2) Human Resources

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

- b) Contract Order Form for Glass Arc LLC (ReadySub)

3) Curriculum, Instruction, and Assessment

- a) School Plans for Student Achievement: Albany Middle School, Albany High School, and MacGregor High School
- b) Overnight Field Trip: Albany High School Cross Country Team to ASICS Clovis Invitational in Fresno, California
- c) Overnight Field Trip: Albany High School Cross Country Team to Mt. SAC Invitational in Los Angeles, California

4) Student Services

- a) Agreement between Albany Unified School District and Challenge Day
- ~~b) Independent Contract Agreement Between Albany Unified School District and Joanne Wile for Mental Health and Grant Programs Coordination and Oversight~~
- c) Appointment of Representatives to the California Interscholastic Federation North Coast Section
- d) Independent Contractor Agreement Between Albany Unified School District and Dr. Matthew Lodewick for Epinephrine Standing Order Protocol

5) Business Services

- a) Measure LL Parcel Tax Rate Increase for 2019/20
- **Motion to Approve the Consent Calendar:** by Jacob Clark
- **Second:** Sara Hinkley
- **Result:** unanimously approved

J) Board and Superintendent Reports

1) Superintendent Williams:

- Read her final letter to Albany Unified School District Staff (see attached at end of minutes):

2) President Kim Trutane:

- Attended the Senior Awards at Albany High School
- All bands had final concerts last week - they were fantastic
- Attended the Black Student Graduation Ceremony (missed the BBQ)

3) Vice President Brian Doss:

- Attended the Black Student Graduation and the BBQ with his daughter
- Held the End of Year Party for the Black Empowerment Club at Marin

4) Trustee Jacob Clark:

- Thanked everyone who helped with and attended the Albany Middle School Annex Open House.

- Some of the 6th graders walked to Lake Anza for a field trip on this day, June 11, 2019. He thanked all of the parent chaperones and teachers, and a shout out to all students who walked up there.

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

6) **Trustee Clementina Duron:**

- Attended the High School Awards Ceremony last week
- New tradition at AMS - Latinx Promotion Ceremony

K) 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:

- Students are hard at work studying and taking finals this week, with a later, 8:45 start time to get some extra minutes of sleep.
- AHS has earned College Board's AP "Computer Science Female Diversity Award" for attaining female student representation in AP Computer Science Principles for 2018. Among the more than 18,000 secondary schools worldwide that offer AP courses, we are one of only 685 that have achieved this important result. The teachers of computer science at AHS are Sean Morris and AnnieJae Fischburg.

Albany Middle School:

- Successful band and choir concerts were held last week, featuring all of AMS choir, Cobra Band, Symphonic Band and Concert Band.
- 8th graders will go on a class trip to Six Flags on June 14th to celebrate their last day of middle school.

All Elementary Schools:

- Congratulations to our 5th graders for finishing elementary school! 5th grade graduation ceremonies will happen this Friday, June 14th.

Marin Elementary School:

- Crazy Hat and Hot Dog Picnic Day will be tomorrow, Wednesday June 12th.

Cornell Elementary School:

- Students loved the Coyote Fun run held last week, where they ran 4,127 miles in total!

Ocean View Elementary School:

- Otter Memory Books have arrived, and are on sale for \$20 a copy on the Ocean View website.

All Elementary Schools:

- Congratulations to our 5th graders for finishing elementary school! 5th grade graduation ceremonies will happen this Friday, June 14th.

Michaela Weinstein also commented on the Marin Spotlight and thanked the two teachers, Mrs. Carey, and Mrs. Henderson.

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

Natalie Gaysinsky addressed the Board to speak about the lack of the math curriculum acceleration options at Albany High School and requested that the District provide an alternative to her son and other students who have already met the requirements.

Chrisina Finnegan, TK teacher at the Albany Children's Center, spoke about the needs of TK students amidst the budget cuts.

M) Review and Action

1) Human Resources

a) 2020-2021 School Year Calendar

Cheryl Cotton, Director of Human Resources, reviewed the process of developing and approving the calendar. She stated that two other calendar scenarios were reviewed and discussed during negotiations:

Scenario 1 (Status quo): school started on Thursday, August 25; included 3 days for Thanksgiving Break, a full week for Mid-Winter Break; and ended school on June 11th.

Scenario 2: started school on August 20th, included a full week for Thanksgiving break; a full week for Mid-Winter Break; and ended school on June 10th.

The Board, Staff, and members of the community discussed the issues of an earlier start date; allowing a true break over winter break; ending the school year earlier to accommodate AP exams; aligning AUSD calendar with neighboring districts. Several comments were made about the lack of communication regarding the building of the calendar and the survey, and the Board requested another survey be developed and sent out at the beginning of the 2019-2020 school year to all parents/guardians.

Hyunka Lee, parent, read and submitted a statement to the Board for the record (see attached)

The Board has a contractual obligation to ATA to vote on the calendar before June 30. If this calendar is not approved, the default calendar would go into effect. Members of the Board stated their displeasure with the process of developing and presenting a calendar to the Board, and would like the process to change going forward. The Board directed Staff to create a calendar task force and agendaize this for the next board meeting or the first one in August.

To hear the discussion in its entirety, please view the [June 11, 2019 BOE video](#) (starting at 1:13)

- **Motion to approve:** by Jacob Clark
- **Second:** President Kim Trutane
- **Roll Call Vote:** Ayes: 7; Nays: 0
- **Result:** unanimously approved

b) *Ratification of the Tentative Agreement between the Albany Teachers Association (ATA) and the Albany Unified School District*

Cheryl Cotton, Director of Human Resources, reviewed the items presented in the Board packet. There was no discussion on this item.

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

c) *Ratification of the Tentative Agreement between the California School Employees Association (CSEA) and the Albany Unified School District*

Cheryl Cotton, Director of Human Resources, reviewed the items presented in the Board packet. There was no discussion on this item.

- **Motion to approve:** by Clementina Duron
- **Second:** Michaela Weinstein
- **Result:** unanimously approved

Change to Agenda: Due to the time, President Trutane requested to move the Business Services *Parcel Tax Public Opinion and Polling Services Request for Proposals* until after the Later Start Times at AHS so that the Student Board Members could be present for it (they have finals tomorrow and need to leave)

- **Motion to move items as requested:** by Jacob Clark
- **Second:** President Trutane
- **Result:** So moved

N) Review And Discussion

1) Superintendent

a) *Later Start Time for Albany High School*

Superintendent Williams reviewed the materials in the board agenda packet, and presented the results of the survey. These results will be posted on the website.

Student Board Members Weinstein and Mallah reported the results of a survey taken at the beginning of the school year to support a later start time:

Question: Would you support an 8:10 or 8:30am start time for future years?

Results:

Freshmen:

8:10- 24

8:30- 59

71% for 8:30

Sophomores:

8:10- 21

8:30- 57

73% for 8:30

Juniors:

8:10- 43

8:30- 52

55% for 8:30

Public Comment:

A few parents spoke to support later start times. A request was made that the District and Board look at the middle school as well.

The Board directed Staff to bring this back to the Board on Review and Action at the June 25th Board meeting; and for the Director of Human Resources to work with ATA on this.

O) Review and Action (continued)

2) Business Services

a) Parcel Tax Public Opinion and Polling Services Request for Proposals

Jackie Kim, Chief Business Official, presented the information in the board agenda packet, and clarified the services that are included in the different proposals.

The Board discussed the need for a polling team and heard comments from community members:

Rebecca Long, who worked on Measure LL and B&E campaigns, stated that the Board needs to hire a professional pollster to provide a statistically valid poll.

Miriam Walden, as an individual and not representing ATA, discussed the District's need for a poll and professional consulting, successful labor negotiations ("labor peace").

To hear the discussion in its entirety, please view the [June 11, 2019 BOE Video](#) (at 2:40:06)

- **Motion to approve the contract with Terris Barnes Walters Boigon Heath, Inc. (TBWB Strategies), and Godbe Research for Public Opinion and Polling Services:** by Sara Hinkley
- **Second:** Jacob Clark
- **Roll Call Vote:** Ayes: 5; Nays: 0
- **Result:** unanimously approved

P) Review And Discussion (continued)

2) Educational Services

a) Public Hearing: Local Control Accountability Plan

Assistant Superintendent Marie Williams briefly reviewed the materials presented in the board agenda packet.

President Trutane opened the Public Hearing and requested public comment. Having no public comment, President Trutane closed the Public Hearing. The Board thanked Assistant Superintendent Williams for all of her hard work on this.

EXTENSION OF MEETING:

President Trutane requested a motion to extend the board meeting.

- **Motion to extend the meeting until 10:15 pm:** by Vice President Brian Doss
- **Second:** Sara Hinkley
- **Result:** approved

P) Review And Discussion (continued)

3) Business Services

a) Public Hearing: 2019-2020 Proposed Budget

President Trutane opened the Public Hearing Jackie Kim, Chief Business Official, presented her Proposed Budget Report (attached at the end of these minutes).

The Board discussed the proposed budget cuts and heard from members of the community. Karen DeHart, Co-President of the ATA, read a statement from ATA(attached at the end of the minutes).

President Trutane closed the Public Hearing.

To hear the discussion in its entirety, please view the [June 11, 2019 BOE Video](#) (starting at 3:12:42)

EXTENSION OF MEETING:

President Trutane requested a motion to extend the board meeting.

- **Motion to extend the meeting until 10:50 pm:** by Jacob Clark
- **Second:** Sara Hinkley
- **Result:** approved

4) Educational Services

a) Adoption of Elementary Instructional Materials: Phonological and Phonemic Awareness and Decoding

Assistant Superintendent Marie Williams briefly reviewed the materials presented in the board agenda packet. This will come back to the Board in the fall under Review and Action after the public has time to review the material.

V. AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- Joanne Wile to present mental health numbers for 2018-2019 in August-September
- Create Task Force for Academic Calendar
- Later Start Time for Albany High School on Review and Action at June 25th meeting

VI. ADJOURNMENT

The Board adjourned the meeting at 10:48 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
June 25, 2019: Regular Meeting	7:00 - 9:30 p.m.	Albany City Hall

SEE ATTACHMENTS:

- 1) End of Year Message from Superintendent Williams 6.11.19
- 2) Hyunka Lee Statement regarding Academic Calendar
- 3) FY 2019-20 Proposed Budget Report June 11, 2019
- 4) Statement from ATA regarding budget 6.11.19

End of Year Message from Superintendent Williams to All AUSD Staff

June 11, 2019

Dear AUSD Staff:

Summer is here! You have all worked so hard and with commitment and passion to make this another successful year for our students. I want to thank each and every one of you for your tremendous contributions and sacrifices as educators in AUSD. Whether you are a teacher, counselor, librarian, paraprofessional, custodian, secretary, administrator, support staff, food service employee, substitute, or volunteer, you are all educators and touch the lives of our children in such profound ways.

I extend my deepest gratitude for your hard work and dedication. It is undeniable that we are making a visible, profound, and positive difference for our students, families, and community every single day. Our vital roles are not without challenges, and the demands of our professions are many, yet you have risen to them all, and our students have thrived as a result. They are the direct beneficiaries of your relentless focus, energy, and effort.

It is a privilege to have served as your Superintendent for the past five years. I have had the honor of watching you teach, interact with students and with each other, and I see the compassion and love you have for your chosen profession and for those whom you serve. Yes, I say the words “serve” because I believe that being an educator is one of the noblest professions - being in daily service to others. You get in the arena everyday, and you dare greatly by serving the most precious resource our planet has, its children. They are our future, and you have a direct impact on the shaping of their lives.

As for me, I will be spending a lot more time with my family, reconnecting with my life partner, traveling to places I only dreamed of, running 10Ks, and reading all of those “fun” books piling up in my library. But, deep in my heart, after 34 years of being in public education, I will miss doing the work that I have loved since the day I stepped into my first classroom in 1985.

I wish for each of you, a restful and rejuvenating summer. Take time for yourselves; go off the grid, unplug for a while; create opportunities to reflect and unwind with loved ones; find reasons to smile; and most importantly, enjoy the calm, and relax.

With much love and Aloha,

Val

Hyunka Lee Public Comment 6.11.19

Hi, my name is Hyunka Lee, and I have three kids in Albany schools. I appreciate how much work goes into calendar creation, but I ask that the board please take into account how the current and proposed calendars perpetuate unhealthy academic stress and anxiety for our high school students by not allowing a true rest over winter break and cramming curriculum and testing material into too short a time frame.

Now that I have a rising upper classman, I grow more and more concerned at how many students suffer from academic anxiety, depression, or apathy at our high school.

Albany should incorporate an earlier August start and earlier finish so that Fall semester finals are before winter break—just as they are for most other local districts. Berkeley's calendar moves earlier starting Fall 2020, but Oakland, Alameda, Piedmont, San Ramon, Dublin, Pleasanton, Antioch, Acalanes Union, Walnut Creek, Lamorinda, Mt Diablo, Los Gatos-Saratoga, Santa Clara, Palo Alto, San Jose, Carmel, Morgan Hill, San Francisco, South San Francisco, Fairfield Suisun, Vallejo City, and Capistrano are among many that have already moved their calendars earlier, so finals are before winter break. They have gone so far as to publish December finals dates on their calendars to show their commitment to students' well being.

Changing how our students' school year is structured allows students to experience "peace and joy" over the winter holidays instead of homework and studying.

Second, it allows more instructional days before all the standardized testing including ACT's, SAT's, SAT Subject Tests, AP's and SBAC. Also, AP students should have less summer homework since they can cover more material in class before the May exams.

Third, as more California schools start earlier, the state sports calendar has moved up and fall athletes now miss much of their summer. This fall, football starts July 8th, volleyball is the first week of August, and Cross Country, Girls Tennis/Golf/Water Polo are shortly thereafter.

Fortunately, moving the calendar also has proven benefits for district ADA's (Albany has many UC student and employee families who end mid May) and higher test scores because there are more instructional days before testing.

Teachers also benefit with more rest and time, but also avoiding late August and mid June dates means more friendly daycare logistics and costs, and for those whose children don't attend Albany schools, their schedules will be better aligned with their kids'.

We have a responsibility to provide a supportive and healthy learning environment for our students. Hundreds of comments from high school teachers and parents from the February 2018 calendar survey strongly support this proposal. In closing, moving the calendar is a proven

and logical alignment with the district's strategic goals of increasing academic achievement, supporting the whole child, and collaborating as a community. I request that the board please include this on their agenda for further discussion.



ALBANY UNIFIED SCHOOL DISTRICT

Val Williams, Superintendent
1200 Solano Avenue, Albany CA 94706

FY 2019-20

Proposed Budget Report

June 11, 2019

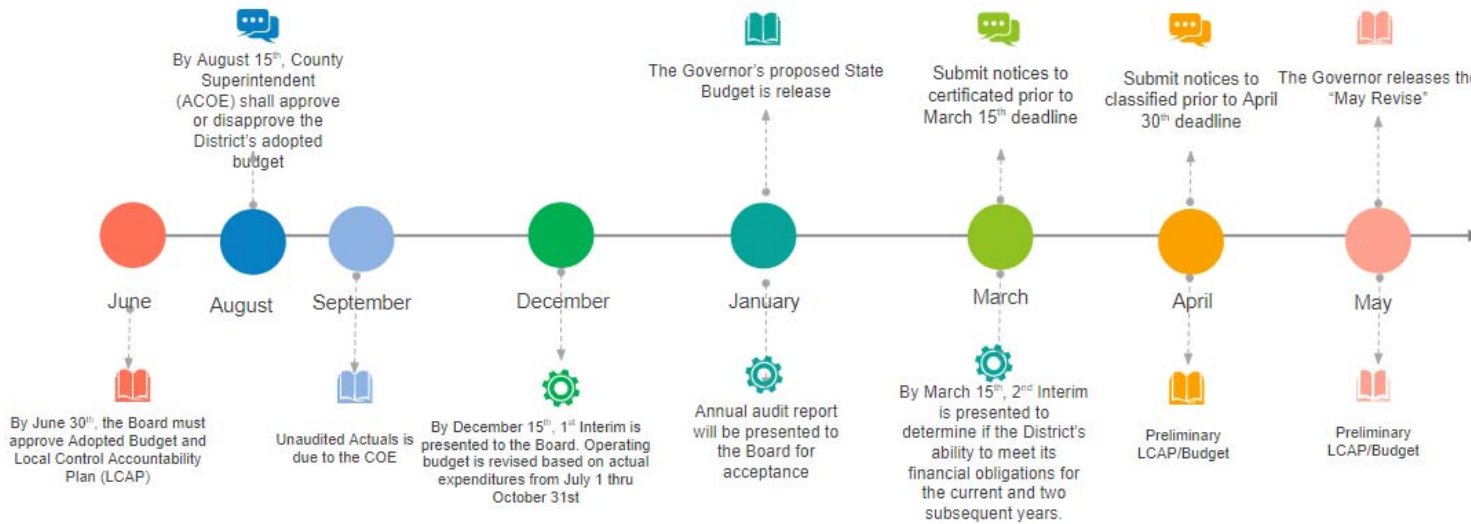
Proposed Budget Report

- Routinely required state reporting:
 - Adoption, 1st Interim, 2nd Interim
 - Fiscal Close (unaudited actuals), Annual Audit

- Proposed Budget Includes:
 - Updates from May Revise
 - Executive Summary
 - Standardized Account Code Structure (SACS) fiscal reports
 - Three-year Projection



Budget Process Timeline



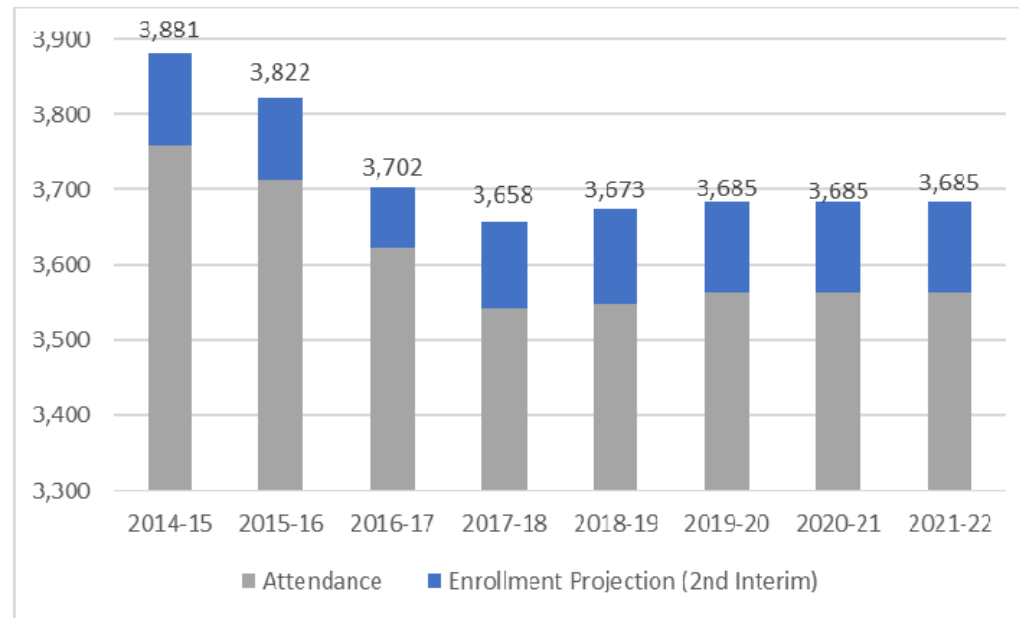
Budget Development Factors

- ▶ Student Enrollment Generates....
 - ▶ Staffing Plans
 - ▶ Revenues
 - ▶ Unduplicated Student Count

- ▶ Local Contracts with employee unions
 - ▶ Albany Teachers Association (ATA)
 - ▶ California School Employees Association (CSEA)
 - ▶ Service Employees Internal Union (SEIU)



Enrollment Trend



* Please note that Inter-District Transfers are included from FY 2019-20



Local Control Funding Formula

COLA						3.260%	
Unduplicated as % of Enrollment						29.91%	FY 19-20
	ADA	Base	Gr Span	Supp	Concen	TARGET	Daily ADA
Grades TK-3	1,060.09	7,702	801	509	-	\$ 9,553,159	\$ 50
Grades 4-6	805.82	7,818		468	-	\$ 6,676,761	\$ 46
Grades 7-8	553.90	8,050		482	-	\$ 4,725,626	\$ 47
Grades 9-12	1,141.82	9,329	243	573	-	\$ 11,583,304	\$ 56
Total ADA	3,561.63						
Home-to-School Transportation						27,884	
Total LCFF Funding		29,575,648	1,126,594	1,836,608	-	\$ 32,566,734	

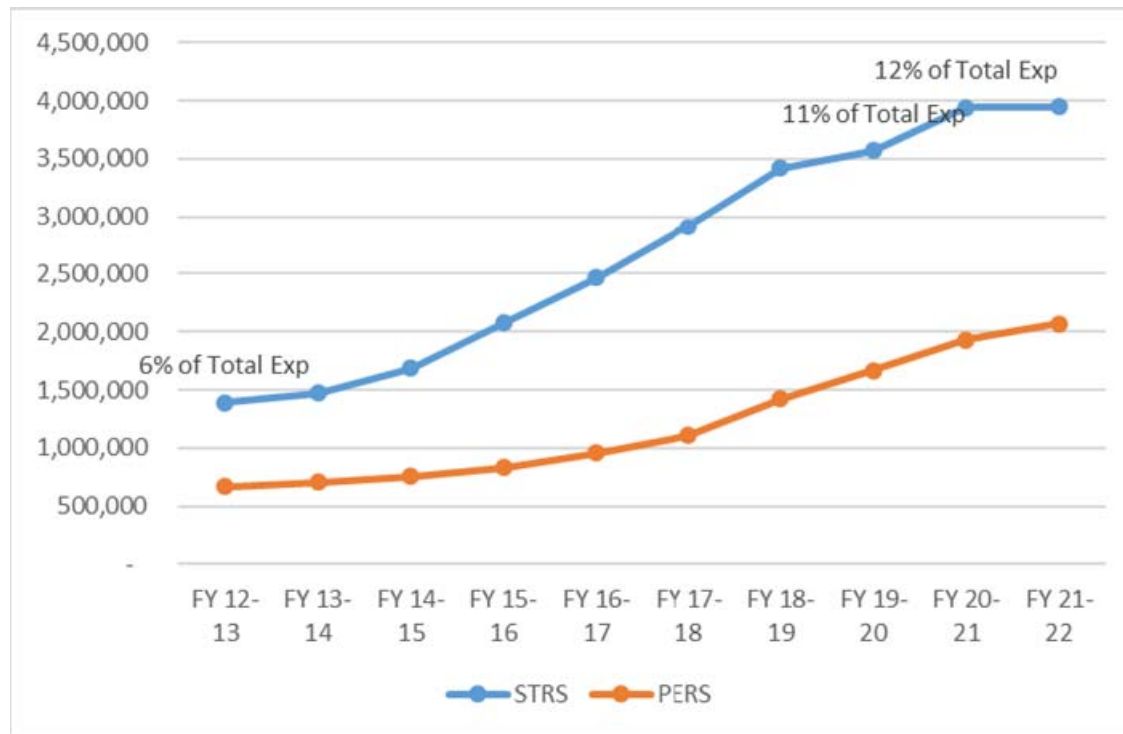


Multiyear Projection Assumptions

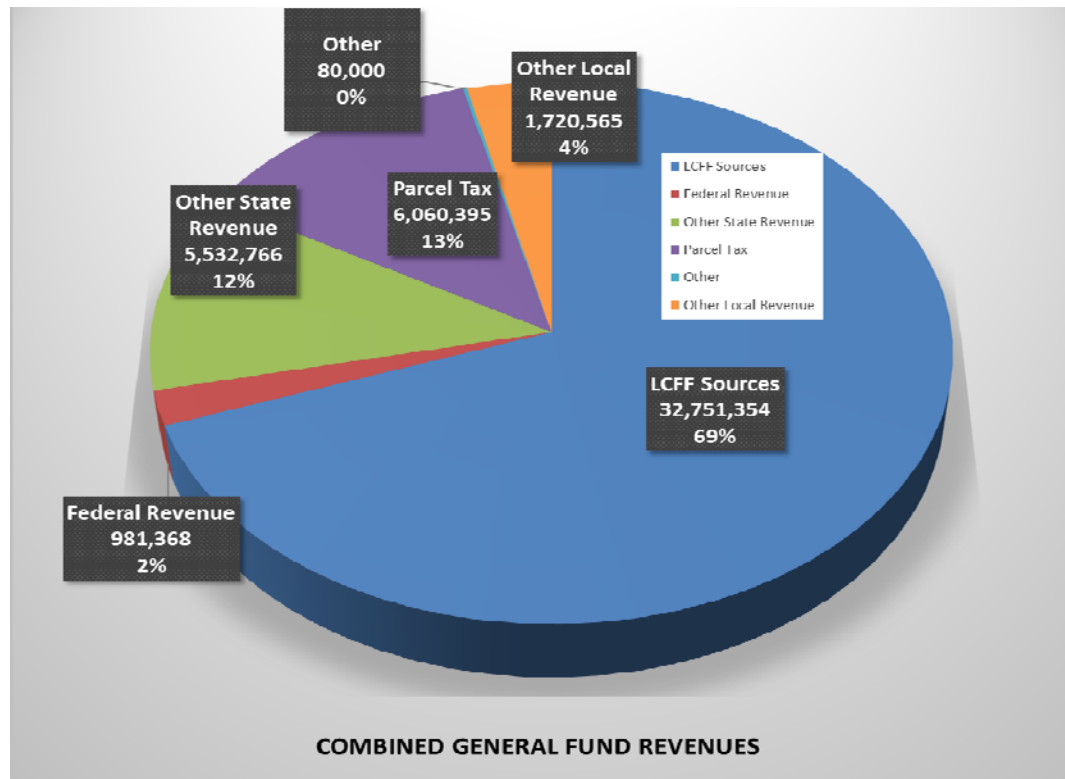
<i>Description</i>	<i>Fiscal Year</i>			
	<i>2018-19</i>	<i>2019-20</i>	<i>2020-21</i>	<i>2021-22</i>
Planning Factor				
COLA	2.71% (3.70% LCFF Only)	3.26%	3.00%	2.80%
LCFF Unduplicated Percentage	28.24%	29.91%	30.02%	29.99%
STRS Employer Rates (Governor's Proposed Rates)	16.28%	16.70%	18.10%	17.80%
PERS Employer Rates (PERS Board / Actuary)	18.062%	20.733%	23.60%	24.90%
Lottery – Unrestricted per ADA	\$151	\$151	\$151	\$151
Lottery – Prop. 20 per ADA	\$53	\$53	\$53	\$53
Mandated Cost per ADA / One Time Allocation	\$184	\$0	\$0	\$0
Mandate Block Grant for Districts: K-8 per ADA	\$31.16	\$32.18	\$33.15	\$34.08
Mandate Block Grant for Districts: 9-12 per ADA	\$59.83	\$61.94	\$63.80	\$65.59
Routine Restricted Maintenance Account * <i>Percentage of total General Fund expenditures and financing uses</i>	Greater of: Lesser of 3%* / 2014-15 Amount or 2%*	Equal to or greater than 3% of total <u>actual</u> General Fund expenditures & financing uses	Equal to or greater than 3% of total <u>actual</u> General Fund expenditures & financing uses	Equal to or greater than 3% of total <u>actual</u> General Fund expenditures & financing uses
Step and Column	1.8%	1.8%	1.8%	1.8%



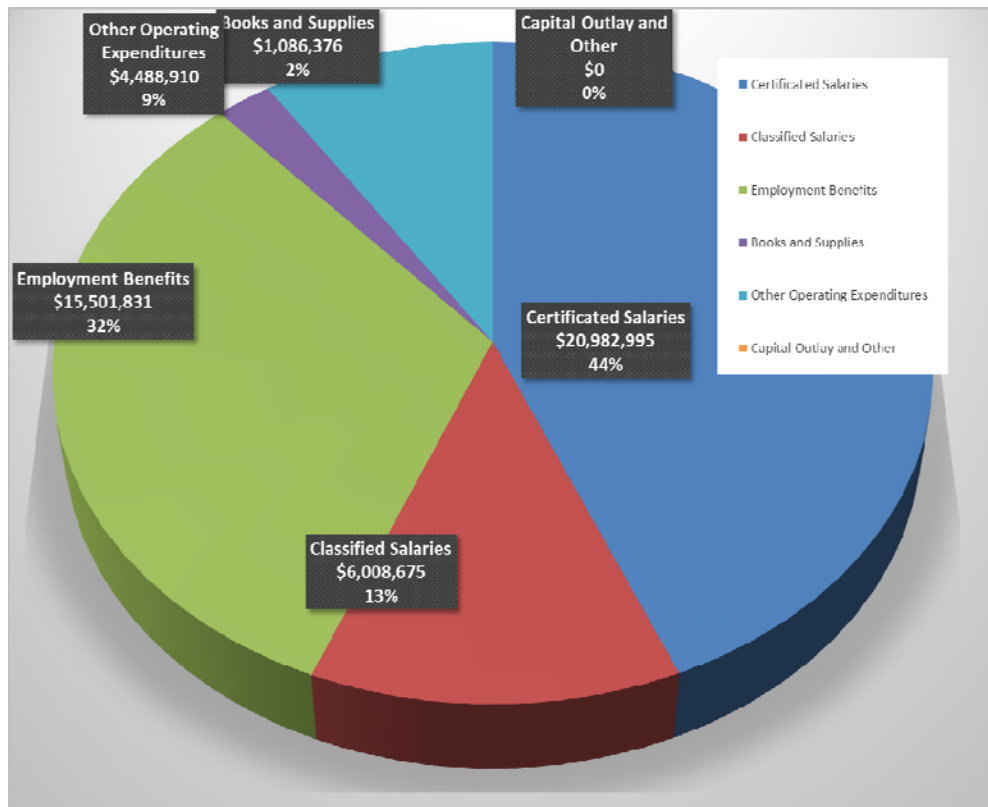
STRS/PERS Multi Year



Total General Fund Revenues & Other Sources by Object



Total General Fund Expenditures & Other Sources by Object



Multiyear Projection

Description	2019-20 Proposed Combined	2020-21 Projected Combined	2021-22 Projected Combined	2021-22 Projected Combined
TOTAL REVENUES	47,046,448	48,029,961	48,974,366	49,947,130
TOTAL EXPENDITURES	47,964,637	49,363,036	50,346,286	51,414,343
TOTAL OTHER SOURCES / USES	(24,150)	(64,150)	(64,150)	(69,150)
Net Increase (Decrease)	(942,339)	(1,397,225)	(1,436,070)	(1,536,363)
Total - Est. Fund Balance	4,899,086	3,501,861	2,065,791	529,428
Fund Balance Reserve Percentage	9.55%	6.48%	3.51%	0.38%

PLEASE NOTE STRUCTURAL DEFICITS



Structural Deficit

- ▶ Defined as having ongoing programs and financial commitments for a given year that exceed that particular year's revenue
- ▶ Ending fund balance can be used to address the deficit



FY 19-20 Budget Reductions

I. PERSONNEL ADMINISTRATION [627,000]

A. Administration - Central Office: \$447,000

1. Combine Special Education and Student Services departments [Elimination of one Director position] Reconfiguration of duties. [Savings of \$210,000] *Includes promotion of Director of CI&A to Asst. Supt. of Ed. Services with no salary increase.*
2. Elimination of 1 FTE IT Support [Savings of \$168,000]
3. Eliminate 1 district office clerical position [Savings of \$69,000]

B. Administration - Site [Total Reductions = \$180,000]

1. Elimination of one site administrator position at AHS

II. PERSONNEL - CLASSIFIED = [\$73,000]

- A. Library Techs 2.5FTE \$36,000
- B. 1 Clerical = \$37,000



FY 19-20 Budget Reductions (Continued)

III. NON-PERSONNEL RELATED REDUCTIONS: [\$346,275]

A. Phase out Teacher MacBooks and Phase in Chromebooks = \$40,000

B. Materials & Supplies: \$106,275

1. Eliminate Food for district-wide meetings = \$14,000

2. Materials & Supplies: Reduce site budget = \$61,725

3. 4 year student chromebook refresh = Save: \$30,000

4. Physical Fitness Testing (go paperless) = \$550

C. Professional Development/Workshops/Materials/supplies = \$200,000

D. Travel & Conferences: Eliminate conferences that are non-essential for all AUSD staff.

▶ **TOTAL REDUCTIONS: \$1,046,275 (Board Approved Dec, 2018)**



FY 19-20 Budget Reductions (Continued)

Additional reductions since December 2018

- ▶ 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
- ▶ Staffing adjustments due to/based on enrollment and program needs/changes
= 2 FTE Savings of \$220,000
- ▶ Savings of Health and Welfare Benefits rate = \$130,000
- ▶ 13 Inter-District Transfers(IDT) = \$130,000
- ▶ **TOTAL ADDITIONAL REDUCTIONS with IDT: \$832,000**



Next Steps

- 2018-19 Budget:
 - September: 2018-19 Unaudited Actuals
 - January 2020: 2018-19 Audit and Final Financial Statements
- 2019-20 Budget:
 - June 11: 2019-20 Budget Public Hearing
 - June 25: Adoption of 2019-20 Budget
 - December: 2019-20 First Interim Report
 - March 2020: 2019-20 Second Interim Report





Julie Sen <jsen@ausdk12.org>

Re: ATA Statement read at the Board meeting

1 message

Miriam Walden <mwalden@ausdk12.org>

Wed, Jun 12, 2019 at 8:24 AM

To: Julie Sen <jsen@ausdk12.org>

The Board of Education has repeatedly expressed its intention to bring the budget into balance by making cuts "as far away from the classroom as possible". We agree 100%.

This budget shows that even with a *much needed* 1.25% raise for teachers and classified staff, progress has been made in budget reductions. We note for example a 60% reduction in travel and conferences over the current year and a 46% reduction in books and supplies compared with the current year. (p.559 of the packet). We also note that both classified and certificated administrator and supervisor salaries are reduced by around 14% in the coming year over the current year. (p.558).

It might seem as though this is cutting "as far away from the classroom as possible" - until you look at page 564, the budget by activity. Here we can clearly see that the cuts are coming from Instructional Services and Pupil Services (8 and 7%) while General Administrative costs are actually budgeted to RISE by 1.4% in the coming year over the current. Overall our districts General Administrative costs of 3.5 million dollars annually are 7% of the total budget. The statewide average for unified school districts is 5% and for all districts is 6%. If Albany was to come in line with the 5% average for General Administration, that would be an annual savings of over 1 million dollars (1,107,575) or 80% of the structural deficit that we face.

In short, the Board has NOT cut as far away from the classroom as possible, and we demand that future cuts be focused squarely on the district General Administration. We call on Board President Trutane to act on her promise to the community and introduce a policy requiring General Administration to be brought in line with the statewide average by the start of the 2020-21 school year.

The experience of these past few months has also demonstrated that it takes significant work to bring in inter-district transfer students, and that this work needs to begin many months in advance. We therefore also call on the Board and new administration to establish a proactive marketing plan to bring more inter-district students in to Albany in the 2020-21 school year.

We remain concerned about the impact of the many site level cuts included in this budget -- we note for example that the district has reduced the elementary

site teaching staff by two FTE. We were very disappointed that the Board would not consider formalizing its low class size commitments in our contract. We worry that the administration is poised to actually **increase** class sizes at the elementary level in violation of the promises made to the community including those made during the last parcel tax campaign. We ask parents to join us in monitoring this situation and making sure that our youngest students receive the attention they deserve. We note that the High School is losing one vice principal and one front line office staff person and we worry about the impact this will have on student safety and well-being. It is because these risks are real that we ask again and again for the Board and our new Superintendent to get serious about cutting district office administration and raising revenue through inter-district transfers.

Personnel Assignment Order: Pending Approval

BOE Meeting: 6/25/2019

Class: Certificated

Category: New Hire

<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>
Teacher	Gonzalez-Darson, Xanat	AHS	1.00	8/23/2019	6/12/2020	Approve	GF
Teacher, Special Education	Messina-Godfrey, Michael	SE	1.00	8/23/2019	6/12/2019	Approve	SE
Teacher	Muniz, Jason	AMS	1.00	8/23/2019	6/12/2020	Approve	GF
Teacher	Reimuller, Elizabeth	CO	1.00	8/23/2019	6/12/2020	Approve	GF
Summer School Teacher	Williams, Crockett	MA	\$36.83/hr	6/19/2019	7/19/2019	Approve	GF

Category: Separation of Service

<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>
Teacher	Cohen, Amanda	OV	0.20	6/14/2019		Approve	
Teacher	Lopez, Fabian	AMS	1.00	6/14/2019		Approve	

Category: Status Change

<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>
Rescind Leave of Absence	Place, Marty	AHS	1.00	8/23/2019		Approve	

Class: Classified

Category: New Hire

<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>
Para-educator, School Age	Walker, Amina	ACC	0.53	8/27/2019		Approve	ACC
Clerk I	Angelidis, Sui-Ling	CO	1.00	8/26/2019		Approve	GF

Category: Separation of Service

<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>
Secretary III	Scaglione, Janet	CO	1.00	6/30/2019		Approve	

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **OVERNIGHT FIELD TRIP: ALBANY HIGH SCHOOL
THEATRE ENSEMBLE TO OREGON SHAKESPEARE
FESTIVAL IN ASHLAND, OREGON**

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

TYPE OF ITEM: **CONSENT**

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

BACKGROUND INFORMATION: Albany High School has attended the [Oregon Shakespeare Festival](#) annually for the past several years. Trips to locations outside California that have significant educational, cultural or recreational value, and that are closely connected to courses of instruction or to school-related social, educational, cultural, athletic, or school music activities are to be encouraged within the provisions specified under Education Code 35330.

DATES OF TRIP: May 14 - 17, 2020

DETAILS: The “Ashland or Bust” Club and Theatre Ensemble at Albany High School will be renting vans to take twenty-four (24) members of the Theatre Ensemble plus four (4) chaperones to the [Oregon Shakespeare Festival](#) located in Ashland, Oregon. During the trip, students will attend five (5) plays, participate in workshops at Southern Oregon University, and take a backstage multimedia tour. The trip will include hotel lodging at Bard’s Inn for three (3) nights.

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.*

FINANCIAL INFORMATION:

The total field trip fee per student is \$550.00. Funding will come from fees from families and the collection of the proceeds from the sale of concessions at theatre productions throughout the year. No student will be denied the opportunity to participate.

RECOMMENDATION: Overnight Field Trip: Albany High School Theatre Ensemble to Oregon Shakespeare Festival in Ashland, Oregon.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **OVERNIGHT FIELD TRIP: ALBANY HIGH SCHOOL ENVIRONMENTAL DESIGN SCIENCE ENGINEERING AND TECHNOLOGY PROGRAM (EDSET) TO MT. TAMALPAIS STATE PARK, ALICE EASTWOOD GROUP CAMPSITE**

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

TYPE OF ITEM: **CONSENT**

PURPOSE:

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

BACKGROUND INFORMATION/DETAILS:

Thirty-five (35) students in the Albany High School Environmental Design, Society, English, and Technology (EDSET) program, along with four (4) teachers, and two (2) parent volunteers, will participate in a two-night camping trip at Mt. Tamalpais State Park.

Students will be learn mapping techniques and hiking. These activities require logical thinking in planning the route, collaboration in agreeing on the route, and clear communication skills to ensure everyone reaches the destination safely. Students will learn animal and plant identification skills through the use of field guide packets; this requires analyzing living organisms according to identification criteria. Students will learn how to set-up and break-down camp and cook with portable camping equipment which requires collaboration and communication skills, builds leadership in those who wish to take charge of certain activities, and builds confidence in all students.

DATES OF TRIP: October 12-14, 2019

FINANCIAL INFORMATION:

The total field trip fee per student is \$65.00 Funding will come from fees from families and EDSET funds. No EDSET student will be denied the opportunity to participate.

STRATEGIC GOALS ADDRESSED:

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



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

RECOMMENDATION: APPROVE OVERNIGHT FIELD TRIP: ALBANY HIGH SCHOOL ENVIRONMENTAL DESIGN SCIENCE ENGINEERING AND TECHNOLOGY PROGRAM (EDSET) TO MT. TAMALPAIS STATE PARK, ALICE EASTWOOD GROUP CAMPSITE

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

**ITEM: 2019-2020 CONSOLIDATED APPLICATION FOR FUNDING
CATEGORICAL AID PROGRAMS**

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

TYPE OF ITEM: CONSENT

BACKGROUND INFORMATION:

The Consolidated Application for Funding Categorical Aid Programs is used by the California Department of Education to distribute categorical funds from various federal programs to school districts throughout California.

The electronic submission deadline for the 2019-2020 Consolidated Application for Funding Categorical Aid Programs is June 30, 2019. Prior to submission, the application must be approved by the Governing Board.

DETAILS:

Albany Unified School District is applying for, and expects to receive, the following federal funds for 2019-2020:

- Title I, Part A Basic Grant (approximately \$200,000).
- Title II, Part A Supporting Effective Instruction (approximately \$90,000).
- Title III, Part A Immigrant and English Learner (approximately \$60,000).

Anticipated funds have been identified in the District's Local Control and Accountability Plan (Goal 1).

- Title I and Title III funds will be allocated to staff TK-5 Intervention Specialists (\$200,000) and provide ELD course sections (\$60,000).
- Title II funds will be allocated for professional development (\$45,000) and to support new teacher Induction (\$45,000).

FINANCIAL INFORMATION:

Funding is allocated based on student enrollment and federal funding levels. Submission of the Consolidated Application ensures the District is eligible to receive federal categorical funding once those funds are dispersed.

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: APPROVE 2019-2020 CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS.</p>
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**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: MASTER CONTRACT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND SENECA FAMILY OF AGENCIES

PREPARED BY: DIANE MARIE, DIRECTIOR III, SPECIAL EDUCATION

TYPE OF ITEM: CONSENT

PURPOSE: Board of Trustees to approve the Master Contract between Albany Unified School District and Seneca Family of Agencies.

BACKGROUND INFORMATION: Seneca Family of Agencies is an agency that operates five non-public schools in the San Francisco Bay area. These schools provide education and related services for students with a variety of social, emotional or behavioral disorders that cannot be met in a public school setting.

DETAILS:

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

FINANCIAL INFORMATION: Not to exceed \$202,696.00

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.*



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

RECOMMENDATION: Approved the Master Contract between the Albany Unified School District and Seneca Family of Agencies.

*Nonpublic, Nonsectarian
School/Agency Services*

Master Contract

2019-2020

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Contract Year: 2019-2020

LEA: Albany Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

<p>SENECA FAMILY OF AGENCIES</p>

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1) MASTER CONTRACT

- a) This Master Contract is entered into this 1st day of July, between the Albany Unified School District (hereinafter referred to as "LEA") and Seneca Family of Agencies (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, 2019 to June 30, 2020 (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, 2019. If the

subsequent Master Contract has not been executed prior to June 30, 2020, 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:

Name: Diane Marie, Director of Special Education
 LEA: Albany Unified School District
 Address: 819 Bancroft Way
 City, State, Zip: Berkeley, CA 94710
 Phone: 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.

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) CONTRACTOR shall comply with Education Code section 48905.8. Specifically,
- i) CONTRACTOR shall not do any of the following:
 - a) Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
 - b) Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
 - c) Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
 - d) Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
 - e) Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
 - f) Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.
 - ii) CONTRACTOR shall:
 - a) Keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.
 - b) Afford to pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

- c) If prone restraint techniques are used, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.
- h) Notwithstanding the provisions of Education Code 48905.8, 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.
- c) In the event CONTRACTOR wishes to bring an animal, other than a bona fide service animal, on LEA premises, both CONTRACTOR'S management and LEA must agree in writing.

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) CALSTRS REPORTING REQUIREMENT

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

Pursuant to Education Code 22164.5(b), the activities of an employee of CONTRACTOR shall not be included in the definition of "retired member activities" if all of the following conditions apply:

- (1) The employee performs a limited-term agreement.
- (2) The third-party employer does not participate in a California public pension system.
- (3) The activities performed by the individual are not normally performed by employees of an employer, as defined in Section 22131.

50) 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

51) 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.

52) 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.

53) 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.

54) 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.

55) 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.

56) 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.

57) 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

58) 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.

59) 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 or 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.

60) 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.

61) 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.

62) 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.

63) 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.

64) 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: Seneca Family of Agencies

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: \$198/day
 - ii) Related Services:

Service	Rate	Period
Intensive Individual Services (340)	\$95	Hour
Language and Speech (415) INDIVIDUAL	\$100	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/Adaptive Technology Services (445)		

Occupational Therapy (450) INDIVIDUAL		
Occupational Therapy (450) GROUP		
Physical Therapy (460) INDIVIDUAL		
Physical Therapy (460) INDIVIDUAL		
Individual Counseling (510)		
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)		
Educationally Related Mental Health Services	\$263.00	Day
Other		

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 \$202,696.00

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

CONTRACTOR	DISTRICT
Seneca Family of Agencies	Albany Unified School District
(Signature & Date)	(Signature & Date)
(Name & Title of Authorized Representative) Janet Briggs, CFO	(Name & Title of Authorized Representative) Veronica Michael, Director of Special Education
Notices to Contractor shall be addressed to: Seneca Family of Agencies Jamie Tang, Controller	Notices to LEA shall be addressed to: Albany Unified School District Victoria Berndt, Special Education Secretary
15942 Foothill Blvd.	819 Bancroft Way
San Leandro, CA 94578	Berkeley, CA 94710
Phone: 510-317-1444 Fax: 510-317-1443 Email: karissa_lockhart@senecacenter.org Website: www.senecafoa.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 June 25, 2019

**ITEM: INDEPENDENT CONTRACTOR SERVICES AGREEMENT
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND SONJA BIGGS
EDUCATIONAL SERVICES, INC.**

PREPARED BY: DIANE MARIE, DIRECTOR OF SPECIAL EDUCATION

TYPE OF ITEM: CONSENT

PURPOSE:

Board of Trustees to approve the 2019-2020 Independent Contractor Services Agreement with Sonja Biggs Educational Services, Inc.

BACKGROUND INFORMATION:

Sonja Biggs Educational Services, Inc. will provide services to District students who have vision impairment. The District contracts with an outside provider for these specialized services.

DETAILS:

Services to be provided are specialized academic instruction, orientation and mobility services, consultation and assessments.

- Standard Contract
 Contract deviates from Standard Contract
 New Contract
 Renew Contract

KEY QUESTIONS AND ANSWERS:

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

A. Sonja Biggs Educational Services, Inc. is qualified to provide services as both the Teacher of the Visually Impaired and the Orientation and Mobility Specialist. This would typically require hiring two staff members. The need is not great enough to warrant hiring staff.

FINANCIAL INFORMATION:

Not to exceed \$48,000.00

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.

RECOMMENDATION: Approve the Independent Contractor Services Agreement between Albany Unified School District and Sonja Biggs Educational Services, Inc.

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

This agreement is hereby entered into this 8th 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 Sonja Biggs Educational Services, Inc.

CONTRACTOR

7483 Dornoch Court

MAILING ADDRESS

Gilroy, CA 95020

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"): Instructional services, orientation and mobility services, consult and assessments for visually impaired students.
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 July 1, 2019 and complete performance no later than June 30, 2020.

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 forty eight thousand dollars (\$48,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- a. Such compensation shall be based on:
- An hourly rate of \$171.00.
 - A daily rate of \$ _____ for a total amount of _____ days.
 - A flat fee
- b. Payment method shall be:
- Upon Completion.
 - Date of Service.
 - Other (Specify): Monthly**

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: Special Education, 904 Talbot Avenue, Albany, CA, 94706.

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

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

11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.

12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

Sonja Biggs Educational Services, Inc.

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

X 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:

Sonja Biggs Educational Services, Inc..

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:

CONTRACTOR:

ALBANY UNIFIED SCHOOL DISTRICT

Tax Identification Number:

By: _____
Name: Jackie Kim
Title: Chief Business Official

By: _____
Name: Dr. Sonja Biggs
Title: CEO, TVI, O&M

Address for District Notices:

Address for Contractor Notices:

Albany Unified School District
904 Talbot Avenue
Albany, CA 94706

Sonja Biggs Educational Services, Inc.
7483 Dornoch Ct.
Gilroy, CA 95020

Board Approved _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

**ITEM: MASTER CONTRACT BETWEEN ALBANY UNIFIED
SCHOOL DISTRICT AND HERITAGE SCHOOLS, INC.**

PREPARED BY: DIANE MARIE, DIRECTOR III, SPECIAL EDUCATION

TYPE OF ITEM: CONSENT

PURPOSE: Board of Trustees to approve the Master Contract between Albany Unified School District and Heritage Schools, Inc.

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.

<u>x</u>	Standard Contract
	Contract deviates from Standard Contract
	New Contract
x	Renew Contract

KEY QUESTIONS AND ANSWERS:

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

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

FINANCIAL INFORMATION: Not to exceed \$167,855.00

STRATEGIC OBJECTIVES ADDRESSED:

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



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

RECOMMENDATION: Approve the Master Contract between the Albany Unified School District and Heritage Schools, Inc.

*Nonpublic, Nonsectarian
School/Agency Services*

Master Contract

2019-2020

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Contract Year: 2019-2020

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 1st day of July, 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, 2019 to June 30, 2020 (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, 2019. If the

subsequent Master Contract has not been executed prior to June 30, 2020, 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:

Name: Diane Marie, Director of Special Education
 LEA: Albany Unified School District
 Address: 819 Bancroft Way
 City, State, Zip: Berkeley, CA 94710
 Phone: 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.

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) CONTRACTOR shall comply with Education Code section 48905.8. Specifically,
- i) CONTRACTOR shall not do any of the following:
 - a) Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
 - b) Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
 - c) Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
 - d) Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
 - e) Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
 - f) Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.
 - ii) CONTRACTOR shall:
 - a) Keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.
 - b) Afford to pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

- c) If prone restraint techniques are used, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.
- h) Notwithstanding the provisions of Education Code 48905.8, 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.
- c) In the event CONTRACTOR wishes to bring an animal, other than a bona fide service animal, on LEA premises, both CONTRACTOR'S management and LEA must agree in writing.

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) CALSTRS REPORTING REQUIREMENT

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

Pursuant to Education Code 22164.5(b), the activities of an employee of CONTRACTOR shall not be included in the definition of "retired member activities" if all of the following conditions apply:

- (1) The employee performs a limited-term agreement.
- (2) The third-party employer does not participate in a California public pension system.
- (3) The activities performed by the individual are not normally performed by employees of an employer, as defined in Section 22131.

50) 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

51) 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.

52) 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.

53) 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.

54) 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.

55) 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.

56) 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.

57) 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

58) 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.

59) 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.

60) 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.

61) 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.

62) 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.

63) 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.

64) 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: \$168.00/day

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/Adaptive 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)	\$91.00	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)		
Educational Therapy		
Room and Board	\$258.00	Day

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 \$167,855.00

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
 5/21/19 (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 Contractor shall be addressed to) 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 June 25, 2019

ITEM: **APPROVE WORK EXPERIENCE CONTRACT WITH THE DEPARTMENT OF REHABILITATION (DOR), WE CAN WORK PROGRAM**

PREPARED BY: **Diane Marie, Director of Special Education**

TYPE OF ITEM: **CONSENT**

PURPOSE:

Board of Trustees to approve Work Experience Contract with the Department of Rehabilitation to participate in the We Can Work Program.

BACKGROUND INFORMATION:

The Department of Rehabilitation is required to provide Pre-employment Transition Services (PETS) to high school students with all types of disabilities between the ages of 16-21. These services are an outcome oriented and coordinated set of activities, which promote movement from school to post school. The contract will focus specifically on the provision of work based learning experiences.

DETAILS:

The District in partnership with the Department of Rehabilitation (DOR), Greater East Bay District, Berkeley Branch would enter into an agreement to work collaboratively with high school students with disabilities needing work experience. Students from AHS would be referred to DOR for We Can Work services to enable them to obtain skills and insight into the world of work. District staff will sign and execute any and all documents required by DOR to effectuate the execution of contracts and/or amendments to the contract.

 X Standard Contract

 Contract deviates from Standard Contract

KEY QUESTIONS AND ANSWERS:

Q. What expenses will be covered by this Contract?

A. The Department of Rehabilitation will reimburse the District for an amount up to \$39,587.00 per school year for student wages and staff time to complete required paperwork. This would be a not to exceed total of \$79,174.00 for the two years.

Q. What time period is covered by the Contract?

A. Reimbursement would be for the 2019-2020 and 2020-2021 school years.

FINANCIAL INFORMATION:

There is no impact to the District Budget

STRATEGIC OBJECTIVES ADDRESSED:



Objective #1: Assess and Increase Academic Success. Goal: We will provide a comprehensive

educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.



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

RECOMMENDATION: Approve Contract between Albany Unified School District and the Department of Rehabilitation.

**WE CAN WORK CASE SERVICE CONTRACT
SERVICE BUDGET NARRATIVE
ALBANY UNIFIED SCHOOL DISTRICT**

BENEFITS

PERS: 20.7%, FICA: 6.2%, Health & Welfare Benefits: \$2,100-\$2,300,
SUI: .05%, Medicare: 1.45%, Workers' Compensation: 2.66%, Other Post-Employment
Benefits (OPEB): 2.5%

PERSONNEL

Work Experience Coordinator:

1. Maintains a job bank for WCW student/DOR participant in Work Experiences.
2. Places WCW student/DOR participant in Work Experiences
3. Monitors and evaluates the WCW student/DOR participant in the Work Experience
4. Provides monthly progress reports to referring DOR counselor.

Non-WE contract/Traditional Education Agency Duties

Workability Coordinator:

The Workability Coordinator is responsible for helping Special Education students prepare for employment through job readiness and training, career exploration, application writing and practice interviews.

STUDENT WAGES

Estimated cost per WCW student/DOR participant for wages based on the approximate number of WCW students/DOR participants to be served per fiscal year. Cost of student wages at minimum wage plus workers comp. WCW students/DOR participants will be paid minimum wage for up to 100 hours per student.

INDIRECT COST

The specific percentage of indirect costs of the Education Agency Cooperative Program are those costs which have been calculated and approved by the California Department of Education (CDE).

EXHIBIT A
(Standard Agreement - Subvention)

WE CAN WORK

1. PURPOSE

Subvention: VR Case Service Agreements:

2. AUTHORITY

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29 U.S.C. 720-731.

Regulations: 34 CFR 369.2 (b)

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

3. CONTRACT REPRESENTATIVES

The Contractor shall direct all inquiries during the term of this Agreement to the DOR Contract Administrator listed herein:

Department of Rehabilitation
Lesley Siegel, Contract Administrator
1485 Civic Court, Suite 1100
Concord, CA 94520
Phone: 925 602-3991
Fax: 925 689-1797
Lesley.Siegel@dor.ca.gov

Albany Unified School District
Miyon Kim, Chief Business Official
1200 Solano Ave.
Albany, CA 94706
Phone: 510 558-3751
Fax: 510 559-6560
jakim@ausdk12.org

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1
(Standard Agreement - Subvention)
Albany Unified School District
We Can Work
Work Experience Contract

SCOPE OF WORK

I. Introduction

The Federal Workforce Innovation and Opportunities Act (WIOA) requires that the Department of Rehabilitation provide DOR Student Services to high school students with all types of disabilities ages 16-21. DOR Student Services are an outcome oriented and coordinated set of activities that promote movement from school to post school activities. DOR Student Services include the following core services:

- Job exploration counseling
- Work-based learning experiences
- Counseling on post-secondary opportunities
- Workplace readiness training
- Instruction in self advocacy

This contract will focus specifically on the provision of Work-based Learning Experience services.

The Albany Unified School District (AUSD), in partnership with the Berkeley branch of the Department of Rehabilitation (DOR), Greater East Bay District is entering into an agreement to work collaboratively with high school students ages 16 through 21 with disabilities who can benefit from We Can Work (WCW) services. Students with disabilities from Albany High School and MacGregor High School will be referred to DOR for WCW services to allow them to obtain skills and insight about the world of work. AUSD staff will identify students who can benefit from Work-based Learning Experience services. The referral process includes AUSD staff providing DOR a completed referral form, school disability documentation and the DOR documents necessary for DOR Student Services enrollment.

For fiscal year 2019-2020, a total of 20 unduplicated WCW students/DOR participants will be served through this case service contract.

For fiscal year 2020-2021, a total of 19 unduplicated WCW students/DOR participants will be served through this case service contract.

II. Services to be Provided

A. DOR Student Services Work-based Learning Experience

1. DESCRIPTION OF SERVICES

DOR Student Services Work-based Learning Experience consists of short-term placements either on or off campus and monitoring the performance of the WCW student/DOR participant in the work environment. Work experience may include paid/unpaid internships, paid/unpaid placement, summer

work experience, work exploration and job shadowing. The WCW students/DOR participants may participate in more than one work experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, accuracy and foundational employment skills.

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. For WCW students/DOR participants participating in paid work experience, the contracting school will be the employer of record, and WCW students/DOR participants will be paid minimum wage. Work experiences will be individualized and can vary in duration as well as type of placement. Work experience hours are expected to average up to 100 hours per WCW student/DOR participant per year depending on individual need and interest. The Work Experience Coordinator will evaluate the progress of WCW students/DOR participants and submit written reports to the DOR counselor on a monthly basis as long as the WCW student/DOR participant is actively participating in contract services.

2. Service Goals/Number to be served

During fiscal year 2019-2020, it is expected that:

- AUSD will provide 20 work experiences to WCW students/DOR participants.

During fiscal year 2020-2021, it is expected that:

- AUSD will provide 19 work experiences to WCW students/DOR participants.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation

Lesley Siegel, Contract Administrator

1485 Civic Court, Suite 1100

Concord, CA 94520

Phone: 925 602-3991

Fax: 925 689-1797

Lesley.Siegel@dor.ca.gov

Albany Unified School District

Miyon Kim, Chief Business Official

1200 Solano Ave.

Albany, CA 94706

Phone: 510 558-3751

Fax: 510 559-6560

jakim@ausdk12.org

Contractor Name and Address		Contract Number		Federal ID Number		Page X of X	
Albany Unified School District 1200 Solano Ave Albany, CA 94706		94-6002064		94-6002064		1 of 1	
Budget Period		Budget Period		Budget Period		Budget Period	
July 1, 2019 - June 30, 2020		July 1, 2020 - June 30, 2021		July 1, 2020 - June 30, 2021		Budget Period	
Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)		Effective Date (Amendments Only)	
Line No.	PERSONNEL-Position Title & Time Base Work Experience Coordinator (1 FTE = 195 Days x 8 hrs/day)	Annual Salary Per FTE	Annual FTE	Amount Budgeted	Annual Salary Per FTE	Annual FTE	Amount Budgeted
1		\$57,333.00	0.1182	\$6,776.76	\$57,333.00	0.1182	\$6,776.76
		Estimate cost per student	Approx. Students to be served	Amount Budgeted	Estimate cost per student	Approx. Students to be served	Amount Budgeted
2	Work Based Learning Services	\$1,540.00	20	\$30,800.00	\$1,621.06	19	\$30,800.14
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19	Subtotal			\$37,576.76			\$37,576.90
OPERATING EXPENSES							
20							
21							
22							
23							
24							
25							
26							
27	Operating Subtotal			\$0.00			\$0.00
28	Personnel and Operating Subtotal			\$37,576.76			\$37,576.90
29	Indirect Rate Percentage			5.35%			5.35%
30	Indirect Cost			\$2,010.36			\$2,010.36
	TOTAL (rounded to nearest dollar)			\$39,587.12			\$39,587.26

EXHIBIT B
(Standard Agreement - Subvention)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

1. Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number, Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.

6. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

D. Invoice Claim Adjustments

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained **within the same fiscal year**. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. Budget Contract Amendments

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.
(Note: ALL changes must be made in **bold**.)

F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel->

[reimbursements.aspx](#). No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.

- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
 - Records that identify adequately the source and application of funds for federally sponsored activities.
 - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
 - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

EXHIBIT C**GENERAL TERMS AND CONDITIONS (GTC 4/2017)**

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. Click on the Standard Contract Language section to expand, then click on GTC 4/2017.

EXHIBIT D
(Standard Agreement - Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION & COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the

Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.

J. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- i. **Commercial General Liability** – Contractor's liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

- ii. **Automobile Liability (If Applicable)** – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
- **For public schools and for-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
 - **For non-profit organizations:** Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

- iii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

- iv. Self-insurance - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

6. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to consumer information as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and personal information as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this

contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at iso@dor.ca.gov.

- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 2. Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by

the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.

2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with 2 CFR 200.

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

11. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

12. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. THEFT SENSITIVE ITEMS

DOR is requiring nonexpendable items to be listed and purchased under a separate line item titled "Theft Sensitive Items". The contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

1. Computers/printers
2. Laptops/tablets
3. Copiers/fax
4. Smart phones/cell phones
5. Other items required to provide contract services

15. ATTRIBUTION

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

EXHIBIT E

(Standard Agreement - Subvention)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

2. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at www.ecfr.gov under Title 2-Grants and Agreements.

3. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

4. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

5. PROHIBITION ON TAX DELINQUENCY

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,
 (Board of Equalization) <http://www.boe.ca.gov/cgi-bin/deliq.cgi>

6. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

D. All contractors shall comply with the following statutes and regulations:

1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.
2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.
3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.
4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

7. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

8. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

9. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

The contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

EXHIBIT F
(COOP/Case Services Agreements-Subvention)

ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

1. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only. Contract Handbook can be downloaded from the DOR website at: <http://www.dor.ca.gov/Public/Grants.html>.

2. DOR'S CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) are received no later than November 1st, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- H. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.

- I. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
 - Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that Contract staff provide services only to authorized DOR consumers.

EXHIBIT G ADDITIONAL PROVISIONS

I. CONTRACT MONITORING AND REPORTING

The Contract Administrator/Program Manager shall monitor the contract by:

- Submitting Service Invoices (801B) on a monthly basis, with a list of WCW students/DOR participants served that month
- Ensuring Personnel Activity Reports or time reporting documents and a list of WCW students/DOR participants served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of WCW students/DOR participants served as requested by DOR Contract Administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor monthly progress reports for WCW students/DOR participants receiving contract services. Progress reports should include WCW student/DOR participant's name and other necessary or required information to document the services provided and individual WCW student/DOR participant progress in those services

II. Transportation

The Contractor will provide transportation to 0 WCW students/DOR participants including driver.

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51209608	05/01/2019	ABDO PUBLISHING	010-4300	DONATION - CORNELL CLASSROOM BOOKS		131.37
51209609	05/01/2019	ACSIG - DELTA DENTAL	010-9534	04/19 COBRA DENTAL	216.80	
				04/19 DENTAL	31,241.01	31,457.81
51209610	05/01/2019	ALHAMBRA	010-4300	DISTRICT OFFICE WATER DELIVERY	113.66	
			130-4300	FOOD SERVICE WATER DELIVERY	22.89	136.55
51209611	05/01/2019	AMAZON CAPITAL SERVICES, INC.	010-4300	AHS CLASSROOM BOOKS	55.92	
				CORNELL COUNSELING ORDER	106.35	
				DONATION - CORNELL CLASSROOM SUPPLIES	47.25	
				DONATION - CORNELL CLASSROOM SUPPLIES	108.65	
				DONATION - CORNELL SUPPLIES	366.50	
				DONATION - MACBOOK CHARGER & EXTENSION CABLE - CO	42.35	
				MARIN HEADPHONES	681.78	
				RAIN JACKET FOR MARIN CUSTODIAN	30.33	
				WATER COOLER & COFFEE MAKER FOR MARIN	239.58	
				WOODEN MATCH BOXES - CORNELL	17.65	
				Unpaid Sales Tax	56.23-	1,640.13
51209612	05/01/2019	AMERICAN EAGLE ENTERPRISES	010-5670	AHS GYM BLEACHER REPAIRS		4,225.00
51209613	05/01/2019	ARROW GLASS COMPANY	010-5670	DISTRICT WIDE WINDOW REPLACEMENTS / REPAIRS		397.90
51209614	05/01/2019	AUSD REVOLVING FUND	010-5810	AMS CHOIR VOCAL WORKSHOP & EXCHANGE		300.00
51209615	05/01/2019	AUTOMATIC RESPONSE SYSTEMS	010-4300	AHS SHREDDING SERVICE		65.00
51209616	05/01/2019	BART GROUP SALES	010-5810	03/29 MARIN TRIP - OAKLAND MUSEUM	71.25	
				04/05 MARIN TRIP - OAKLAND MUSEUM	79.40	150.65
51209617	05/01/2019	BONAMI BAKING	130-4700	FOOD		360.75
51209618	05/01/2019	PARENT	010-5827	* ACADEMIC SERVICES		3,175.00
51209619	05/01/2019	PARENT	010-5827	* ACADEMIC SERVICES		2,775.00
51209620	05/01/2019	CDW GOVERNMENT INC	010-4300	AMS CHROMEBOOKS W/LICENSING & CART		9,814.94
51209621	05/01/2019	CAEDMON CEBULSKI C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		195.00
51209622	05/01/2019	CITY OF BERKELEY	010-5810	05/16 OV TRIP TO ADVENTURE PLAYGROUND		105.00

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51209623	05/01/2019	DAVID COONS C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		127.70
51209624	05/01/2019	CRYSTAL CREAMERY	130-4700	DAIRY		941.56
51209625	05/01/2019	CSM CONSULTING, INC.	010-5800	E-RATE SERVICES		1,625.00
51209626	05/01/2019	CULTURE SHOCK YOGURT	130-4700	YOGURT		115.00
51209627	05/01/2019	DANIELSEN	130-4700	FOOD & SUPPLIES	1,678.78	
			130-4710	FOOD & SUPPLIES	91.00	1,769.78
51209628	05/01/2019	DELTA DENTAL CLIENT SERVICES	010-9534	05/19 DELTA DENTAL		8,027.37
51209629	05/01/2019	DEMCO	010-4300	CORNELL 3rd GRADE CLASSROOM SUPPLIES	49.73	
				DONATION - CORNELL CLASSROOM SUPPLIES	76.63	126.36
51209630	05/01/2019	DISCOUNT SCHOOL SUPPLY	120-4300	ACC CLASSROOM SUPPLIES		91.14
51209631	05/01/2019	BETH DUNN C/O OCEAN VIEW ELEM	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51209632	05/01/2019	ERIC ARMIN INC.	010-4300	AHS SCIENTIFIC CALCULATORS & STORAGE POCKETS	364.78	
			120-4300	ACC CLASSROOM SUPPLIES	28.46	393.24
51209633	05/01/2019	EBMUD	010-5555	02/05-04/09 SERVICE		2,737.26
51209634	05/01/2019	FEDEX	010-5810	SHIPPING CHARGES	17.64	
			010-5920	SHIPPING CHARGES	17.99	35.63
51209635	05/01/2019	FIRST STUDENT INC.	010-5810	05/09 KELLER BEACH PARK TRIP - MARIN	566.91	
				05/10 KELLER BEACH PARK TRIP - MARIN	566.91	1,133.82
51209636	05/01/2019	FLINN SCIENTIFIC	010-4300	AMS SCIENCE SUPPLIES		1,015.32
51209637	05/01/2019	FOLLETT SCHOOL SOLUTIONS INC	010-4300	DONATION - CORNELL CLASSROOM SUPPLIES		108.35
51209638	05/01/2019	Naomi Gardner c/o Marin Elem	010-4300	REIMBURSEMENT FOR LAB SITE SUPPLIES		80.02
51209639	05/01/2019	GOLD STAR FOODS	130-4700	FOOD		2,706.38
51209640	05/01/2019	SUSAN GOOSE C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		187.08
51209641	05/01/2019	GRANICUS, INC.	010-5825	MINUTES MAKER		140.00
51209642	05/01/2019	GRAYBAR ELECTRIC COMPANY INC.	010-4300	MATERIALS TO REPAIR AHS SECURITY CAMERA		1,016.90
51209643	05/01/2019	GREAT AMERICAN LEASING CORP.	010-5611	SELPA COPIER LEASE		182.45
51209644	05/01/2019	LAUREN GREIS	010-4300	REIMBURSEMENT FOR GARDENING SUPPLIES		190.14
51209645	05/01/2019	Hayes Distributing Inc.	130-4700	FOOD		2,229.41
51209646	05/01/2019	HERC RENTALS	Cancelled	EQUIPMENT RENTAL		886.48 *

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51209647	05/01/2019	Cancelled on 06/12/2019, Cancel Register # AP06122019B SHANNON HICKS C/O OCEAN VIEW	010-4300	REIMBURSEMENT FOR OFFICE SUPPLIES		200.00
51209648	05/01/2019	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES		450.74
51209649	05/01/2019	HODGES BADGE CO., INC.	010-4300	ELEM SCIENCE FAIR RIBBONS	280.25	
				Unpaid Sales Tax	23.21-	257.04
51209650	05/01/2019	Houghton Mifflin Harcourt Publishing Co.	010-4300	CORNELL - DO THE MATH	96.70	
				MARIN MATH WORKBOOKS	479.05	575.75
51209651	05/01/2019	JUNIOR LIBRARY GUILD	010-4300	OCEAN VIEW LIBRARY BOOKS		1,669.31
51209652	05/01/2019	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS COPIER USAGE	685.78	
				AMS COPIER USAGE	192.06	
				DISTRICT OFFICE COPIER USAGE	213.28	
				OCEAN VIEW COPIER USAGE	572.83	1,663.95
51209653	05/01/2019	DANIEL KRASNOR C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		26.60
51209654	05/01/2019	LAKESHORE	010-4300	ACC ADJUSTABLE TABLE	435.38	
				CORNELL 2ND GR CLASSROOM SUPPLIES	89.74	
			120-4300	ACC CLASSROOM SUPPLIES	186.96	712.08
51209655	05/01/2019	MAGGIORA BAKING CO	130-4700	FOOD		91.50
51209656	05/01/2019	MICHAEL'S TRANSPORTATION SRV	010-5810	AHS ATHLETICS TRANSPORTATION (9021)		4,227.75
51209657	05/01/2019	NASCO	010-4300	AHS SCIENCE SUPPLIES		19.86
51209658	05/01/2019	NEOFUNDS	010-5910	AMS POSTAGE		460.33
51209659	05/01/2019	OFFICE DEPOT	010-4300	AHS SUPPLIES	1,558.53	
				AMS SUPPLIES	828.22	
				CORNELL SUPPLIES	249.08	
				DONATION-CLASSROOM SUPPLIES	56.31	
				MARIN SUPPLIES	1,096.81	
				OCEAN VIEW SUPPLIES	2,567.03	
			120-4300	ACC SUPPLIES	117.40	6,473.38
51209660	05/01/2019	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		287.39
51209661	05/01/2019	PG&E	010-5520	03/08-04/07 SERVICE		8,075.28
51209662	05/01/2019	PHONAK, LLC	010-4400	EQUIPMENT		4,762.56
51209663	05/01/2019	REALLY GOOD STUFF	010-4300	CORNELL CLASSROOM SUPPLIES	39.85	
				Unpaid Sales Tax	2.92-	36.93
51209664	05/01/2019	SOPHIA RIVERA C/O CORNELL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		26.00

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51209665	05/01/2019	HOUGHTON MIFFLIN	010-4300	GATES MacGINITIE READING TESTS		1,558.14	
51209666	05/01/2019	ROSS RECREATION EQUIPMENT	010-5670	REPAIR HOLES IN OV PLAYGROUND		2,000.00	
51209667	05/01/2019	SADDLE POINT SYSTEMS	010-4300	OCEAN VIEW LAMINATORS		3,940.03	
51209668	05/01/2019	PABLO E. SANCHEZ	010-5800	DISTRICT LANDSCAPING		3,700.00	
51209669	05/01/2019	SCHOOL OUTFITTERS	010-4300	DONATION - CORNELL ACTIVITY TABLE		444.08	
51209670	05/01/2019	NATALIE SLATTERY C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		62.79	
51209671	05/01/2019	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	988.37		
			130-4710	FOOD & SUPPLIES	99.88	1,088.25	
51209672	05/01/2019	RENEE THERIAULT C/O OCEAN VIEW SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		34.21	
51209673	05/01/2019	WESTERN TELEPHONE AND ALARM	010-5800	MONITORING SERVICES		285.00	
51209674	05/01/2019	JACQUELINE WILEY C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		197.54	
51210674	05/06/2019	VIGILANT PRO PRIVATE SECURITY SERVICES	010-5800	AHS FIRE WATCH		21,120.00	
51210779	05/03/2019	ACEVEDO WRITES, LLC	010-5825	AHS 05/14 AUTHOR VISIT		1,075.00	
51210780	05/03/2019	BERKELEY UNIFIED SCHOOL DISTRICT TRANSPORTATION	010-5810	03/08 OV SF SYMPHONY TRIP	1,028.00		
				04/19 TRANSPORTATION FOR OV SHOREBIRD TRIP	562.00		
				TRANS FOR OV TRIPS ON 01/22, 02/05, 02/12, 02/14	1,347.00	2,937.00	
51210781	05/03/2019	CRISIS PREVENTION INSTITUTE	010-5200	CRISIS INTERVENTION INSTRUCTOR RENEWAL - POLLARD		989.00	
51210782	05/03/2019	DIABLO SOLAR	010-5670	AAC REPAIR & WINTERIZATION OF SOLAR		299.00	
51210783	05/03/2019	BANKCARD CENTER	010-4305	AMS CREDIT CARD EXPENSES	98.80		
			010-5200	AMS CREDIT CARD EXPENSES	79.00	177.80	
51210784	05/03/2019	FLINT BUILDERS INC.	211-6201	OV REBUILD STIPEND		15,000.00	
51210785	05/03/2019	MEI MEI C/O FOOD SERVICE	130-4300	WORK SHOES - REPLACE CK		78.37	
51210786	05/03/2019	UC REGENTS UC DAVIS	Cancelled	05/30 DINING - AHS UC DAVIS TRIP		330.12 *	
		Cancelled on 06/12/2019, Cancel Register # AP06132019					
51212187	05/08/2019	ACSIG - DELTA DENTAL	010-9534	05/19 COBRA DENTAL	725.70		
				05/19 DENTAL	40,008.60	40,734.30	
51212188	05/08/2019	ACSIG - VISION INSURANCE	010-9534	04/19 VISION		9,760.10	
51212189	05/08/2019	ALBANY TIRE SERVICE	010-5670	DISTRICT VEHICLE MAINT/SERVICE		1,708.24	
51212190	05/08/2019	ALHAMBRA	010-4300	AAC WATER DELIVERY		83.83	
51212191	05/08/2019	DENISE ALLEN	010-8699	AHS SPRING TOUR REFUND		195.00	
51212192	05/08/2019	ALLIED CONSTRUCTION	010-5670	DISTRICT WIDE ROOFING LEAKS		457.00	

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51212193	05/08/2019	AMAZON CAPITAL SERVICES, INC.	010-4300	CORNELL 1st GRADE CLASSROOM SUPPLIES	747.54	
				DONATION - CORNELL CLASSROOM SUPPLIES	54.31	
			120-4300	ACC SUPPLIES	2,248.64	
				Unpaid Sales Tax	102.86-	2,947.63
51212194	05/08/2019	AUS WEST LOCKBOX	130-5800	FOOD SERVICE TOWEL & MOP SERVICE		242.32
51212195	05/08/2019	AT&T	010-5930	03/19-04/18 SERVICE	1,488.62	
			120-5930	03/19-04/18 SERVICE	18.93	1,507.55
51212196	05/08/2019	AUTOMATIC RESPONSE SYSTEMS	010-5800	AMS SHREDDING SERVICE	75.00	
				DISTRICT OFFICE SHREDDING SERVICE	75.00	150.00
51212197	05/08/2019	BRIDGETTE BANALES C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51212198	05/08/2019	BART GROUP SALES	010-4300	AMS BART TICKETS		240.00
51212199	05/08/2019	ALICE ROSENTHAL - BEE HAPPY SOLUTIONS	010-4300	OV BEE LESSON W/HONEY		600.00
51212200	05/08/2019	BLICK ART MATERIALS	010-4300	DONATION - CLASSROOM ART SUPPLIES		68.07
51212201	05/08/2019	BONAMI BAKING	130-4700	FOOD		235.40
51212202	05/08/2019	BYU INDEPENDENT STUDY BYU CONTINUING EDUCATION	010-4300	VARIOUS INDEPENDENT STUDY COURSES	60.00	
			010-5800	VARIOUS INDEPENDENT STUDY COURSES	3,858.00	3,918.00
51212203	05/08/2019	JUSTINE BRIONES C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51212204	05/08/2019	LOREE BRUCKMANN-HARMON C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		13.79
51212205	05/08/2019	LUCY BRYNDZA C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		45.57
51212206	05/08/2019	CAS Inspections, Inc. Neil Brodhead	211-6203	DSA INSPECTOR OF RECORDS FOR AHS ADDITION PROJECT	16,800.00	
			211-6261	INSPECTOR OF RECORD SERVICES - AMS ANNEX PROJ	7,200.00	24,000.00
51212207	05/08/2019	CENTER FOR THE COLLABORATIVE CLASSROOM	010-4300	TEACHING THE WHOLE CHILD (FINLEY)		100.00
51212208	05/08/2019	NATACHA CHRISTOPHERSON C/O AMS	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		199.19
51212209	05/08/2019	HUI HUA CHUANG C/O ALBANY HIGH	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51212210	05/08/2019	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

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51212211	05/08/2019	AMANDA COHEN C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		80.70
51212212	05/08/2019	COMTEL SERVICE COMPANY	010-5670	DISTRICT WIDE CLOCK/PA REPAIRS		1,059.79
51212213	05/08/2019	ROBIN COOPER C/O ALBANY MIDDLE SCHOOL	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		197.63
51212214	05/08/2019	COPY EXPRESS	010-5870	AHS FINE CARDS		76.39
51212215	05/08/2019	PARENT	010-5827	* SPECIALIZED ACADEMIC INSTRUCTION		2,370.00
51212216	05/08/2019	CRYSTAL CREAMERY	130-4700	DAIRY		693.73
51212217	05/08/2019	CULTURE SHOCK YOGURT	130-4700	YOGURT		540.00
51212218	05/08/2019	DANIELSEN	130-4700	FOOD & SUPPLIES		4,767.15
51212219	05/08/2019	KAREN DE HART C/O ALBANY HIGH	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		43.90
51212220	05/08/2019	DEPARTMENT OF JUSTICE	010-5838	LIVE SCAN FEES		1,381.00
51212221	05/08/2019	BANKCARD CENTER	010-4305	HR CREDIT CARD EXPENSES	124.11	
			010-5200	HR CREDIT CARD EXPENSES	41.00	
			010-5800	HR CREDIT CARD EXPENSES	20.40	
			010-5812	HR CREDIT CARD EXPENSES	307.33	
				HR CREDIT CARD EXPENSES	437.08	
			010-5910	HR CREDIT CARD EXPENSES	8.75	
			120-4300	ACC CREDIT CARD EXPENSES	173.57	1,112.24
51212222	05/08/2019	EAGLE GRAPHICS	010-4300	D.O. ENVELOPES		705.06
51212223	05/08/2019	FAGEN FRIEDMAN & FULFROST, LLP	010-5826	03/19 LEGAL FEES		35,725.11
51212224	05/08/2019	SABINA FEINBERG C/O FOOD SERVICE	130-4315	12/07-04/10 MILEAGE REIMB		345.68
51212225	05/08/2019	JOHN FONG	130-8634	LUNCH REFUND		20.00
51212226	05/08/2019	FOOD 4 THOUGHT, LLC	130-4700	FOOD		533.65
51212227	05/08/2019	JAMIE FORDYCE C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		23.38
51212228	05/08/2019	SOPHIA S. GENONE	010-5825	ASSESSMENTS		2,300.00
51212229	05/08/2019	GOLD STAR FOODS	130-4700	FOOD		1,252.68
51212230	05/08/2019	SUSAN GOOSE C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		12.92
51212231	05/08/2019	KIMBERLY GRAY C/O AMS	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		23.16
51212232	05/08/2019	Hayes Distributing Inc.	130-4700	FOOD		1,955.08
51212233	05/08/2019	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES		3,433.40
51212234	05/08/2019	MIMI INGALLS C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51212235	05/08/2019	HELEN JIANG C/O CENTRAL KITCHEN	130-4315	01/31-03/21 MILEAGE REIMB		32.72

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51212236	05/08/2019	JOHNSTONE SUPPLY	010-4300	CAST IRON CIRCULATOR FOR MAINT		517.57
51212237	05/08/2019	AKRAM KIANI C/O FOOD SERVICE	130-4315	01/07-04/05 MILEAGE REIMB		24.23
51212238	05/08/2019	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS ATHLETICS COPIER USAGE	4.34	
				AHS COPIER USAGE	1,866.13	
				OCEAN VIEW COPIER USAGE	164.78	
				SPECIAL EDUCATION COPIER USAGE	124.82	
			120-5610	ACC COPIER USAGE	248.06	2,408.13
51212239	05/08/2019	SEAN KRAZIT C/O AHS	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		140.00
51212240	05/08/2019	LAKESHORE	120-4300	ACC CLASSROOM SUPPLIES		205.83
51212241	05/08/2019	ANNIE LAURIKS C/O ALBANY MIDDLE	010-4300	REIMB FOR AMS DOOR CONTEST SUPPLIES		28.14
51212242	05/08/2019	JENNIFER LIGHT	010-8699	AHS SPRING TOUR REFUND		120.00
51212243	05/08/2019	LINCOLN AQUATICS	010-4300	AAC SUPPLIES		307.49
51212244	05/08/2019	DAESOOON LOW	010-5810	REIMB FOR AMS CHOIR TRIP EXPENSES		165.37
51212245	05/08/2019	LOZANO SMITH	010-5826	02/19 LEGAL FEES		2,483.50
51212246	05/08/2019	MAGGIORA BAKING CO	130-4700	FOOD		91.50
51212247	05/08/2019	SIMIN MISSAGHI C/O FOOD SERVICES	130-4315	02/12-03/29 MILEAGE REIMB		21.98
51212248	05/08/2019	NANCY MITCHNER	010-5825	ORIENTATION & MOBILITY SERVICES		1,737.50
51212249	05/08/2019	STEPHEN NAIFF C/O MARIN ELEM	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51212250	05/08/2019	NORTHSTAR AV	010-4300	PROJECTOR REPLACEMENT BULBS - TECH		360.80
51212251	05/08/2019	OFFICE DEPOT	010-4300	CORNELL SUPPLIES	700.60	
				D.O. SUPPLIES	191.69	
				DONATION - CORNELL SUPPLIES	226.53	
				STUDENT ENROLLMENT CENTER SUPPLIES	135.42	1,254.24
51212252	05/08/2019	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		666.68
51212253	05/08/2019	VAN AHN PHAM C/O TECHNOLOGY	010-4315	02/25-03/29 MILEAGE REIMB		31.57
51212254	05/08/2019	PURCHASE POWER	010-5910	AHS POSTAGE		1,000.00
51212255	05/08/2019	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		1,574.90
51212256	05/08/2019	RAYMOND PEDERSEN	010-4300	DONATION - REIMBURSEMENT FOR SUPPLIES		200.00
51212257	05/08/2019	SCHOOL SPECIALTY	010-4300	CORNELL 3rd GRADE CLASSROOM SUPPLIES		151.16
51212258	05/08/2019	JUDITH SINCLAIR C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		16.48

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51212259	05/08/2019	SPEECH PATHOLOGY GROUP INC	010-5825	ASSESSMENTS		342.00
51212260	05/08/2019	IAN STOCKER	010-5810	REIMB FOR AMS CHOIR TRIP EXPENSES		187.07
51212261	05/08/2019	MARY STOCKER C/O AHS	010-5810	REIMB FOR AMS CHOIR TRIP EXPENSES		326.83
51212262	05/08/2019	CROWN CASTLE FIBER LLC	010-5800	05/19 CHARGES		1,515.48
51212263	05/08/2019	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	2,491.51	
			130-4710	FOOD & SUPPLIES	88.59	2,580.10
51212264	05/08/2019	DAVID TRACY C/O TECHNOLOGY	010-4315	03/19 MILEAGE REIMB		26.00
51212265	05/08/2019	STACY UYEDA C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SSA SUPPLIES		91.91
51212266	05/08/2019	JOANNE RUTH WILE	010-5800	TRAUMA GRANT COORDINATOR	600.00	
			010-5825	MENTAL HEALTH COORDINATOR	1,000.00	1,600.00
51214335	05/15/2019	A3GEO, INC.	211-6262	GEOTECHNICAL ENGINEER OF RECORD - AMS ANNEX		1,769.46
51214336	05/15/2019	ATKINSON, ANDELSON, LOYA, RUUD & ROMO PROFESSIONAL CORP	010-5826	03/19 LEGAL FEES		315.00
51214337	05/15/2019	AIRTEKS	010-6250	INSTALL PELICAN WIRELESS THERMOSTATS AT AHS		19,113.34
51214338	05/15/2019	ALEX COMMERCIAL REFRIG.	130-5670	FOOD SERVICE REFRIGERATION REPAIRS		2,164.68
51214339	05/15/2019	AMAZON CAPITAL SERVICES, INC.	010-4300	AMS MATH SUPPLIES	15.72	
				AMS NOISE REDUCTION HEADPHONES	24.12	
				AMS WHISTLES	26.86	
				STRAWS FOR AHS SCIENCE	5.48	
				Unpaid Sales Tax	2.87-	69.31
51214340	05/15/2019	AMERICAN LOGISTICS COMPANY	010-5825	TRANSPORTATION SERVICES		1,223.49
51214341	05/15/2019	APPLE COMPUTER INC.	010-4300	CORNELL iPADS		145.76
51214342	05/15/2019	AQUA SOURCE	010-5670	AAC MONTHLY MAINT	1,163.00	
				AAC SERVICE & REPAIRS	953.76	2,116.76
51214343	05/15/2019	MARJORIE ATKINSON C/O ALBANY HIGH	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		199.25
51214344	05/15/2019	AUSD REVOLVING FUND	010-5800	04/19 FEES	270.36	
			010-8699	RETURNED CHECK 1007	400.00	670.36
51214345	05/15/2019	MOUSA AYYAD	010-5838	LIVE SCAN REIMB		20.00
51214346	05/15/2019	KATY BABCOCK C/O NR SELPA	010-4315	REIMBURSEMENT FOR SELPA EXPENSES	364.12	
			010-5200	REIMBURSEMENT FOR SELPA EXPENSES	97.00	461.12
51214347	05/15/2019	SAMUEL BARRETT	010-5838	LIVE SCAN REIMB		20.00
51214348	05/15/2019	BAY ALARM	010-5825	DISTRICT OFFICE ALARM MONITORING		276.00

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51214349	05/15/2019	BIO-RAD LABORATORIES	010-4300	AHS SCIENCE SUPPLIES		716.08
51214350	05/15/2019	BONAMI BAKING	130-4700	FOOD		370.00
51214351	05/15/2019	ELIZABETH BOSTIC	010-5838	LIVE SCAN REIMB		20.00
51214352	05/15/2019	PHIL BOYETT	010-5838	LIVE SCAN REIMB		20.00
51214353	05/15/2019	MACKENZIE BREINING C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		102.53
51214354	05/15/2019	Teleli Brito C/O SELPA	010-4300	REIMBURSEMENT FOR SELPA EXPENSES	18.55	
			010-5910	REIMBURSEMENT FOR SELPA EXPENSES	11.35	29.90
51214355	05/15/2019	ALISON BROWN C/O OCEAN VIEW	010-5838	LIVE SCAN REIMB		20.00
51214356	05/15/2019	CAROLINA BIOLOGICAL SUPPLY CO	010-4300	AHS SCIENCE SUPPLIES		1,389.91
51214357	05/15/2019	CDW GOVERNMENT INC	010-4300	AMS LASER PRINTERS	512.42	
				USB ADAPTER - TECH	73.50	
			212-6288	CABLES FOR AMS ANNEX	928.48	1,514.40
51214358	05/15/2019	CHRISTY WHITE ASSOCIATES	212-5820	17/18 MEASURE E 2016 BOND AUDIT	2,000.00	
				17/18 MEASURE E BOND AUDIT	3,500.00	5,500.00
51214359	05/15/2019	CLARK PEST CONTROL	010-5800	DISTRICT PEST CONTROL		232.00
51214360	05/15/2019	CLAY PEOPLE	Cancelled	AHS ART SUPPLIES		67.10 *
51214361	05/15/2019	AMANDA COHEN C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		57.91
51214362	05/15/2019	COMTEL SERVICE COMPANY	010-5670	UPGRADE CLOCK/BELL/INTERCOM SYSTEM FOR AHS CAMPUS		62,206.34
51214363	05/15/2019	CRYSTAL CREAMERY	130-4700	DAIRY		1,456.82
51214364	05/15/2019	CULTURE SHOCK YOGURT	130-4700	YOGURT		240.00
51214365	05/15/2019	ROBERT CURRY	010-5838	LIVE SCAN REIMB		20.00
51214366	05/15/2019	DANIELSEN	130-4700	FOOD & SUPPLIES	3,715.71	
			130-4710	FOOD & SUPPLIES	60.65	3,776.36
51214367	05/15/2019	NORMAN DEA	010-5838	LIVE SCAN REIMB		20.00
51214368	05/15/2019	DEMCO	010-4300	AMS LIBRARY SUPPLIES		151.65
51214369	05/15/2019	DISCOVERY ACADEMY	010-5825	BASIC EDUCATION, RM & BOARD AND RELATED SERVICES		10,550.00
51214370	05/15/2019	DISCOVERY RANCH	010-5825	BASIC EDUCATION, RM & BOARD AND RELATED SERVICES		14,817.50
51214371	05/15/2019	MILO DUBINSKY	010-5838	LIVE SCAN REIMB		20.00
51214372	05/15/2019	EBMUD	010-5555	02/27-04/29 SERVICE	1,294.04	
				03/22-04/23 SERVICE	2,107.96	3,402.00

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51214373	05/15/2019	EDGES ELECTRICAL GROUP	010-6250	LIGHT FIXTURES		350.11
51214374	05/15/2019	EDUCATIONAL FACILITIES CO	120-5621	ACC PORTABLE LEASE 09/01/18-08/31/19		5,950.00
51214375	05/15/2019	ELECTRICAL EXPRESS, INC.	010-6250	LIGHTING RETROFIT IN AHS LITTLE THEATER		28,737.00
51214376	05/15/2019	ERIK ESTRADA	010-5838	LIVE SCAN REIMB		20.00
51214377	05/15/2019	SABINA FEINBERG C/O FOOD SERVICE	010-5838	LIVE SCAN REIMB		20.00
51214378	05/15/2019	Christin Feuerstraeter C/O Cornell School	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		41.11
51214379	05/15/2019	FOOD 4 THOUGHT, LLC	130-4700	FOOD		1,334.10
51214380	05/15/2019	KIN YIN FOONG	010-5838	LIVE SCAN REIMB		20.00
51214381	05/15/2019	THOMAS GAMBA	010-5838	LIVE SCAN REIMB		20.00
51214382	05/15/2019	TERRY GEORGESON C/O OCEAN VIEW	010-4305	REIMB FOR DLT SUPPLIES		46.00
51214383	05/15/2019	GOLD STAR FOODS	130-4700	FOOD		6,757.63
51214384	05/15/2019	MARITZA GONZALEZ TELLEZ	010-5838	LIVE SCAN REIMB		20.00
51214385	05/15/2019	JOE GOOD	010-5810	AHS SPRING TOUR EXPENSES		890.99
51214386	05/15/2019	PHYLINA GRUBBS C/O FOOD SERVICE	010-5838	LIVE SCAN REIMB		20.00
51214387	05/15/2019	CHRIS HANSON C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51214388	05/15/2019	Hayes Distributing Inc.	130-4700	FOOD		3,807.90
51214389	05/15/2019	NANCY HENDERSON C/O SPECIAL SERVICES	010-5800	INSTRUCTOR TRAINING		140.00
51214390	05/15/2019	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	3,306.08	
			120-4300	ACC CUSTODIAL SUPPLIES	120.94	3,427.02
51214391	05/15/2019	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		72.69
51214392	05/15/2019	KRISTA HUERTA	010-5838	LIVE SCAN REIMB		20.00
51214393	05/15/2019	KUSUM KAPOOR	010-5838	LIVE SCAN REIMB		20.00
51214394	05/15/2019	SHAUNA KEDDY C/O OCEAN VIEW	010-5838	LIVE SCAN REIMB		20.00
51214395	05/15/2019	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AMS COPIER USAGE	581.55	
				MARIN COPIER USAGE	504.30	1,085.85
51214396	05/15/2019	UC Regents Lawrence Hall of Science	010-5810	04/17/19 MARIN TRIP	900.00	
				04/25/19 MARIN TRIP	900.00	1,800.00
51214397	05/15/2019	LINCOLN AQUATICS	010-4300	AAC SUPPLIES		2,448.44
51214398	05/15/2019	TENZIN LUNGKHAWA	010-5838	LIVE SCAN REIMB		20.00
51214399	05/15/2019	ANNE R. MacMILLAN	010-5825	SPEC ACADEMIC INSTR, AUDIOLOGY MAINT, ASMTS		950.00
51214400	05/15/2019	MAGGIORA BAKING CO	130-4700	FOOD		518.50
51214401	05/15/2019	MARINA MECHANICAL	010-5670	DISTRICT WIDE HVAC REPAIRS		473.75
51214402	05/15/2019	MICHAEL'S TRANSPORTATION SRV	010-5810	AHS ATHLETICS TRANSPORTATION (9021)		707.75

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51214403	05/15/2019	CHARLES MILLER	010-5838	LIVE SCAN REIMB		20.00
51214404	05/15/2019	JORDAN MILLER	010-5838	LIVE SCAN REIMB		20.00
51214405	05/15/2019	NATHAN MOY	010-5810	AHS SPRING TOUR EXPENSES		864.51
51214406	05/15/2019	SEQUOIA MURRAY C/O FOOD SERVICE	010-5838	LIVE SCAN REIMB		20.00
51214407	05/15/2019	NASCO	010-4300	AHS SCIENCE SUPPLIES		65.79
51214408	05/15/2019	NEXTEL COMMUNICATIONS	010-5930	DISTRICT CELL PHONE SERVICE	577.03	
			120-5930	DISTRICT CELL PHONE SERVICE	142.05	719.08
51214409	05/15/2019	JANET NICHOLS C/O MARIN SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR SUPPLIES		94.85
51214410	05/15/2019	OFFICE DEPOT	010-4300	AHS SUPPLIES	2,650.22	
				AMS SUPPLIES	2,596.86	
				CORNELL SUPPLIES	34.12-	
				D.O. SUPPLIES	14.88	
				DONATION - CORNELL SUPPLIES	124.31	
				MARIN SUPPLIES	1,251.13	
				SELPA SUPPLIES	205.98	
				TECH SUPPLIES	67.56	6,876.82
51214411	05/15/2019	SANTIAGO ORTEGA GONZALEZ C/O MARIN	010-5838	LIVE SCAN REIMB		20.00
51214412	05/15/2019	NICOLAS OSANO	010-5838	LIVE SCAN REIMB		20.00
51214413	05/15/2019	OTIS ELEVATOR COMPANY	010-5610	AMS ELEVATOR SERVICE		164.09
51214414	05/15/2019	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		1,385.47
51214415	05/15/2019	PARAMOUNT ELEVATOR CORPORATION	010-5610	CORNELL ELEVATOR SERVICE		345.00
51214416	05/15/2019	JESSICA PARK C/O ALBANY HIGH	010-4300	REIMB FOR EDSET TRIP EXPENSES		63.35
51214417	05/15/2019	PASCO	010-4300	AHS SCIENCE SUPPLIES		162.44
51214418	05/15/2019	PASTIME ACE HARDWARE	010-4300	AQUATIC CENTER HARDWARE	10.95	
				DISTRICT HARDWARE	1,441.98	1,452.93
51214419	05/15/2019	PG&E	010-5520	03/22-04/22 SERVICE	261.60	
				03/25-04/23 SERVICE	20,188.04	
				03/26-04/24 SERVICE	341.76	
			120-5520	03/25-04/23 SERVICE	28.02	20,819.42
51214420	05/15/2019	PLAYERSPACE, INC.	010-5830	PLAYERSPACE PROGRAM FOR AAC		3,200.00
51214421	05/15/2019	STEPHEN PREE	010-5838	LIVE SCAN REIMB		20.00
51214422	05/15/2019	PRIMIZIE FOODS	130-4700	FOOD		345.60
51214423	05/15/2019	PROCARE THERAPY, INC.	010-5800	NURSING SUPPORT		3,496.29
51214424	05/15/2019	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		789.06
51214425	05/15/2019	PARENT	010-5827	* ACADEMIC & TRANSPORTATION SERVICES		3,600.00
51214426	05/15/2019	RYLAND SCHOOL BUSINESS CONSULTING	010-5800	GENERAL FINANCE SUPPORT		4,440.00

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51214427	05/15/2019	Wille Electric Supply Co., Inc	010-4300	AHS EXIT SIGNS		768.25
51214428	05/15/2019	PABLO E. SANCHEZ	010-5670	REMOVE IVY ALONG AMS FENCE LINE		2,500.00
51214429	05/15/2019	RACHEL SARAH	010-5838	LIVE SCAN REIMB		20.00
51214430	05/15/2019	School Facility Consultants	010-5800	NEW CONSTRUCTION ELIGIBILITY & OV SEISMIC CONCEPTUAL	1,660.00	
			211-6234	NEW CONSTRUCTION ELIGIBILITY & OV SEISMIC CONCEPTUAL	138.75	1,798.75
51214431	05/15/2019	SCHOOL NURSE SUPPLY	010-4300	AHS FIRST AID SUPPLIES		170.62
51214432	05/15/2019	SCHOOL SPECIALTY	010-4300	DONATION - OCEAN VIEW PE SUPPLIES		152.57
51214433	05/15/2019	SENECA FAMILY OF AGENCIES	010-5825	SPECIAL EDUCATION		12,789.33
51214434	05/15/2019	STAFF REHAB	010-5825	COUNSELING SERVICE		12,825.00
51214435	05/15/2019	MARY STOCKER C/O AHS	010-5810	REIMB FOR AHS SPRING TOUR EXPENSES		1,423.81
51214436	05/15/2019	SUPER DUPER PUBLICATIONS	010-4300	DONATION - OCEAN VIEW CLASSROOM SUPPLIES		241.39
51214437	05/15/2019	EMIKO SUSILO	010-5810	AHS SPRING TOUR EXPENSES		836.62
51214438	05/15/2019	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	2,951.09	
			130-4710	FOOD & SUPPLIES	237.23	3,188.32
51214439	05/15/2019	SyTECH SOLUTIONS	010-5800	HR DOCUMENT MANAGEMENT SYSTEM & HOSTING	1,800.00	
				PR DOCUMENT MANAGEMENT SYSTEM & HOSTING	1,800.00	
			010-5830	1YR FUJITSU WARRANTY	520.00	
				LICENSES FOR DOCUMENT MANAGEMENT SOFTWARE	3,600.00	7,720.00
51214440	05/15/2019	MADISON UMIDON	010-5838	LIVE SCAN REIMB		20.00
51214441	05/15/2019	UNITED PARCEL SERVICE	010-5920	SHIPPING CHARGES		28.88
51214442	05/15/2019	URBAN FARMER STORE	010-4300	MAINTENANCE SUPPLIES		88.34
51214443	05/15/2019	Vendnet	130-4300	VENDING MACHINE PART		256.08
51214444	05/15/2019	JULIE VonEHRENKROOK C/O MARIN	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		80.12
51214445	05/15/2019	ELENA VREE	010-5838	LIVE SCAN REIMB		20.00
51214446	05/15/2019	WEST COAST LITERACY WORKSHOP	010-5825	04/04, 04/23, 04/25 WCLW PD		3,975.00
51214447	05/15/2019	WIESER EDUCATIONAL	010-4100	AHS ALGEBRA TEXTBOOKS		620.93
51214448	05/15/2019	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT WIDE PORTABLE RENT		5,113.30
51214449	05/15/2019	TYSON WONG	010-5838	LIVE SCAN REIMB		20.00
51214450	05/15/2019	SAU-YUN WU	010-5838	LIVE SCAN REIMB		20.00
51214451	05/15/2019	YMCA CAMP CAMPBELL OUTDOOR SCIENCE SCHOOL	010-5810	DEPOSIT FOR OV 19/20 TRIP		1,110.00

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51214452	05/15/2019	WENJING ZHAO C/O ALBANY HIGH	010-5838	LIVE SCAN REIMB		20.00
51215204	05/17/2019	A3GEO, INC.	211-6172	DSA GEOTECHNICAL ENGINEER OF RECORD SERVS FOR OV	1,315.00	
			211-6262	GEOTECHNICAL ENGINEER OF RECORD - AMS ANNEX	588.82	1,903.82
51215205	05/17/2019	AMAZON CAPITAL SERVICES, INC.	010-4300	DONATION - CORNELL CLASSROOM SUPPLIES	42.16	
				DONATION - OCEAN VIEW CLASSROOM BOOKS	187.94	
				DONATION - OCEAN VIEW CLASSROOM BOOKS	350.67	
				DONATION - OCEAN VIEW CLASSROOM SUPPLIES	716.86	
				Unpaid Sales Tax	24.58-	1,273.05
51215206	05/17/2019	ANGEL ISLAND - TIBURON FERRY	Cancelled	05/22 CORNELL TRIP		165.00 *
		Cancelled on 06/12/2019, Cancel Register # AP06122019C				
51215207	05/17/2019	ANGEL ISLAND - TIBURON FERRY	010-5810	06/06 CORNELL TRIP		330.00
51215208	05/17/2019	ANGEL ISLAND - TIBURON FERRY	Cancelled	06/07 CORNELL TRIP		150.00 *
		Cancelled on 06/12/2019, Cancel Register # AP06122019C				
51215209	05/17/2019	AMY APEL	010-5810	AHS SPRING TOUR EXPENSES		513.82
51215210	05/17/2019	AUTOMATIC RESPONSE SYSTEMS	010-5800	MARIN SHREDDING SERVICE		24.00
51215211	05/17/2019	CAROLINA BIOLOGICAL SUPPLY CO	010-4300	AMS SCIENCE SUPPLIES		48.24
51215212	05/17/2019	D & D SECURITY RESOURCES, INC.	010-4300	TECH SUPPLIES		214.71
51215213	05/17/2019	DEPARTMENT OF JUSTICE	010-5838	LIVE SCAN FEES		1,347.00
51215214	05/17/2019	EBMUD	010-5555	03/06-05/06 SERVICE	1,219.05	
				03/08-05/08 SERVICE	792.78	2,011.83
51215215	05/17/2019	DALE FIESS C/O ALBANY HIGH	010-4300	AHS EDSET TRIP EXPENSES		319.61
51215216	05/17/2019	JONES SCHOOL SUPPLY INC.	010-4300	DONATION - CORNELL EMBOSSER		114.99
51215217	05/17/2019	PARENT	010-5827	* ACADEMIC SERVICES		4,823.75
51215218	05/17/2019	LAKESHORE	010-4300	DONATION - CORNELL CLASSROOM SUPPLIES	87.25	
				DONATION - OCEAN VIEW CLASSROOM SUPPLIES	212.05	
				DONATION - OCEAN VIEW CLASSROOM SUPPLIES	192.04	491.34
51215219	05/17/2019	Learning A-Z	010-4300	OV RAZ KIDS RENEWAL		1,199.40
51215220	05/17/2019	OFFICE DEPOT	120-4300	ACC SUPPLIES		84.92
51215221	05/17/2019	PG&E	010-5520	04/01-04/30 SERVICE	8,530.92	
				04/03-05/02 SERVICE	597.36	

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51215221	05/17/2019	PG&E	120-5520	04/01-04/30 SERVICE	1,022.96	10,151.24
51215222	05/17/2019	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		789.06
51215223	05/17/2019	RASKOB INSTITUTE	010-5825	BASIC EDUCATION		2,811.69
51215224	05/17/2019	REALLY GOOD STUFF	010-4300	DONATION - OCEAN VIEW CLASSROOM SUPPLIES		330.45
51215225	05/17/2019	RED CLOUD	010-4300	MOTOROLA ANTENNAS	82.31	
			010-5670	REPAIR MOTOROLA RADIO	95.00	177.31
51216262	05/22/2019	A BETTER CHANCE SCHOOL	010-5825	BASIC EDUCATION & RELATED SERVICES		16,167.50
51216263	05/22/2019	AMAZON CAPITAL SERVICES, INC.	010-4300	CORNELL 3rd GRADE CLASSROOM SUPPLIES	826.26	
				CORNELL 4th GRADE CLASSROOM SUPPLIES	1,493.70	
				CORNELL KINDERGARTEN CLASSROOM SUPPLIES	499.43	
				DONATION - CLASSROOM SUPPLIES	158.13	
				DONATION - CORNELL CLASSROOM SUPPLIES	436.38	
			120-4300	OV REDWOODS PROGRAM SUPPLIES	137.35	
				Unpaid Sales Tax	46.99-	3,504.26
51216264	05/22/2019	ALBANY USD	010-3751	06/19 CALPERS	14,087.11	
			010-3752	06/19 BOE CALPERS	272.00	
				06/19 CALPERS	6,800.00	
			010-5800	06/19 BOE CALPERS	14.20	
				06/19 CALPERS	1,404.18	
			010-9534	06/19 BOE CALPERS	5,901.66	
				06/19 CALPERS	517,650.64	546,129.79
51216265	05/22/2019	KATY BABCOCK C/O NR SELPA	010-5200	REIMBURSEMENT FOR SELPA EXPENSES		18.00
51216266	05/22/2019	BANCROFT CENTER INC.	010-5621	DISTRICT OFFICE LEASE		12,424.10
51216267	05/22/2019	NATALIE BRICE C/O MARIN	010-4300	DONATION - REIMBURSEMENT FOR SUPPLIES		110.00
51216268	05/22/2019	MALISA BURKHART C/O SELPA	010-4315	01/19 MILEAGE REIMB	64.67	
				02/19 MILEAGE REIMB	144.54	
				03/19 MILEAGE REIMB	138.79	
				04/19 MILEAGE REIMB	90.48	438.48
51216269	05/22/2019	COCHLEAR AMERICAS	010-4300	COCHLEAR CLASSROOM PLUS CONECTIVITY KITS		770.33

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51216270	05/22/2019	DISCOVERY RANCH	010-5825	BASIC ED, RM & BOARD AND RELATED SERVICES		6,897.50
51216271	05/22/2019	BANKCARD CENTER	010-4300	AAC SUPPLIES	652.90	
				CORNELL CREDIT CARD EXPENSES	139.45	
				MARIN CREDIT CARD EXPENSES	665.75	
				STUDENT SERVICES CREDIT CARD EXPENSES	306.00	
			010-5800	LIFE GUARD CERTIFICATIONS	456.00	
			010-5910	STUDENT SERVICES CREDIT CARD EXPENSES	109.95	2,330.05
51216272	05/22/2019	EAST BAY RESTAURANT SUPPLY	130-4300	FOOD SERVICE EQUIPMENT		395.04
51216273	05/22/2019	ENTERPRISE RENT-A-CAR	010-5600	RENTALS	520.60	
			010-5810	VAN RENTAL FOR AHS EDSET TRIP	536.07	1,056.67
51216274	05/22/2019	FOLLETT SCHOOL SOLUTIONS INC	010-4300	AHS LIBRARY BOOKS		779.20
51216275	05/22/2019	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	228.97	
			120-4300	ACC CUSTODIAL SUPPLIES	275.50	504.47
51216276	05/22/2019	JISU LIM C/O FOOD SERVICE	010-5838	LIVE SCAN REIMB		20.00
51216277	05/22/2019	MARCY COOK MATH	010-4300	CORNELL 5th GR MATH ORDER		145.70
51216278	05/22/2019	EILEEN MCKENZIE C/O MARIN	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		80.58
51216279	05/22/2019	MERCOZA	010-5825	CORNELL FRONT ENTRY CONCRETE		16,992.00
51216280	05/22/2019	MICHAEL'S TRANSPORTATION SRV	010-5810	04/30 OV COYOTE HILLS TRIP	1,011.00	
				05/04 AMS GREAT AMERICA TRIP	2,067.00	3,078.00
51216281	05/22/2019	SUI-LING MING-WONG C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR SUPPLIES		55.00
51216282	05/22/2019	NASCO	010-4300	CORNELL 3rd GRADE CLASSROOM SUPPLIES		143.88
51216283	05/22/2019	KRISTIN NICHOLS C/O STUDENT SERVICES	010-4315	05/05-05/15 MILEAGE REIMB		102.86
51216284	05/22/2019	OFFICE DEPOT	010-4300	CORNELL SUPPLIES	851.63	
				DONATION - CORNELL SUPPLIES	465.27	
				SPECIAL EDUCATION SUPPLIES	528.01	1,844.91
51216285	05/22/2019	JANICE OUGH C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR SUPPLIES		19.57
51216286	05/22/2019	DIANE SANTAS	010-5825	PSYCHO- EDUCATIONAL ASSESSMENT		5,000.00
51216287	05/22/2019	SCHOOL SPECIALTY	010-4300	DONATION - CORNELL CLASSROOM SUPPLIES		366.23
51216288	05/22/2019	STAR ELEVATOR INC	010-5670	AHS ELEVATOR REPAIR		784.00
51216289	05/22/2019	THE PHILLIPS ACADEMY	010-5825	BASIC EDUCATION & RELATED SERVICES		8,360.00

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51216290	05/22/2019	PARENT	010-5827	* SPECIALIZED ACADEMIC SERVICES		3,262.50
51216291	05/22/2019	KIM TRUTANE	010-4300	REIMBURSEMENT		306.25
51216292	05/22/2019	HELEN VAUGHN	010-5800	ZUMBA CLASS FOR CHILDREN / BPAG ED NIGHT		150.00
51216293	05/22/2019	WESSNE'S JANITORIAL SERVICE	010-5800	D.O. CLEANING SERVICE		1,375.00
51217850	05/24/2019	3D MOLECULAR DESIGNS	010-4300	AHS SCIENCE SUPPLIES		687.92
51217851	05/24/2019	AMAZON CAPITAL SERVICES, INC.	010-4300	AHS ART SUPPLIES	280.24	
				AMS BOOKS	52.10	
				AMS PAPER GIFT TAGS	18.74	
				CORNELL CLASSROOM SUPPLIES	716.05	
				DONATION - CORNELL CLASSROOM SUPPLIES	254.89	
				DONATION - OCEAN VIEW CLASSROOM SUPPLIES	403.84	
				MARIN STORAGE RACKS	309.42	
				OCEAN VIEW 2ND GRADE CLASSROOM BOOKS	228.36	
				Unpaid Sales Tax	57.33-	2,206.31
51217852	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		632.25
51217853	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,400.50
51217854	05/24/2019	AUTISM-PRODUCTS.COM	010-4300	CORNELL 3RD GR CLASSROOM SUPPLIES		89.87
51217855	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,400.50
51217856	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,667.10
51217857	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,128.75
51217858	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		632.25
51217859	05/24/2019	BLICK	010-4300	DONATION - CORNELL ART SUPPLIES		36.33
51217860	05/24/2019	BONAMI BAKING	130-4700	FOOD		185.00
51217861	05/24/2019	DEBORAH BRILL C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SUPPLIES		26.45
51217862	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		632.25
51217863	05/24/2019	CAROLINA BIOLOGICAL SUPPLY CO	010-4300	AHS SCIENCE SUPPLIES	231.25	
				AMS SCIENCE SUPPLIES	72.49	303.74
51217864	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,400.50
51217865	05/24/2019	CRYSTAL CREAMERY	130-4700	DAIRY		544.76
51217866	05/24/2019	DANIELSEN	130-4700	FOOD & SUPPLIES	2,765.93	
			130-4710	FOOD & SUPPLIES	15.17	2,781.10
51217867	05/24/2019	DISCOUNT SCHOOL SUPPLY	120-4300	ACC CLASSROOM SUPPLIES		143.21
51217868	05/24/2019	BANKCARD CENTER	010-4300	AAC DOOR PUSH PLATES	788.17	

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51217868	05/24/2019	BANKCARD CENTER	010-4300	AHS CREDIT CARD EXPENSES	1,117.74	
				AHS SCIENCE SUPPLIES	624.05	
				AHS MAILCHIMP	20.00	
				AMS CREDIT CARD EXPENSES	54.99	
				BOOKS FOR AHS ENGLISH CLASS	38.55	
				CORNELL BALANCE BOARDS	307.30	
				DONATION - MAGAZINE FILES FOR CORNELL CLASSROOM	23.09	
				DONATION - MARIN PICTURE FRAMES	258.08	
				DONATION - RENEW CORNELL SMORE.COM SUBSCRIPTION	79.00	
				MARIN MULTI PURPOSE WIPES	96.48	
				OCEAN VIEW TABLE LEGS & SAFETY LATCHES	371.36	
				REPLACEMENT POWER SLEEVE FOR DELL CHROMEBOOKS	99.51	
				SCOREABLE SCANTRON FORMS	73.22	
				SELPA CREDIT CARD EXPENSES	27.17	
				SOD BLEND FOR OV	180.26	
				STORAGE RACKS FOR MARIN G POD	277.08	
				WATER SERVICE FOR AMS PORTABLES	280.55	
			010-4305	AHS CREDIT CARD EXPENSES	90.85	
				AMS CREDIT CARD EXPENSES	108.80	
				CBO CREDIT CARD EXPENSES	316.84	
			010-5200	SELPA CREDIT CARD EXPENSES	176.71	
			010-5800	STORAGE FEE	981.30	
			010-5810	05/09 AHS TRIP - A'S GAME	1,105.00	
				AHS CREDIT CARD EXPENSES	348.00	
				HOTEL STAY FOR AMS CHIOR TRIP	1,699.05	
				OCEAN VIEW ZOO MOBILE CLASSROOM VISITS	650.00	
			010-5825	SELPA CREDIT CARD EXPENSES	251.76	
			010-5826	SELPA CREDIT CARD EXPENSES	382.61	
			010-5930	SELPA CREDIT CARD EXPENSES	321.79	
			130-4300	FOOD SERVICE CREDIT CARD EXPENSES	369.20	

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51217868	05/24/2019	BANKCARD CENTER	130-4700	FOOD SERVICE CREDIT CARD EXPENSES	1,096.32	
			130-4710	FOOD SERVICE CREDIT CARD EXPENSES	153.05	
			212-6400	AMS ANNEX FURNITURE	872.47	13,640.35
51217869	05/24/2019	ELECTRICAL EXPRESS, INC.	010-5670	AMS GYM LIGHT INSTALLATION		24,310.00
51217870	05/24/2019	FEDEX	010-5920	SHIPPING CHARGES		19.68
51217871	05/24/2019	FLINN SCIENTIFIC	010-4300	AMS SCIENCE SUPPLIES		406.02
51217872	05/24/2019	FOLLETT SCHOOL SOLUTIONS INC	010-4300	AHS LIBRARY BOOKS		491.87
51217873	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,805.80
51217874	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,111.43
51217875	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		163.37
51217876	05/24/2019	GOLD STAR FOODS	130-4700	FOOD		2,052.19
51217877	05/24/2019	GRAYBAR ELECTRIC COMPANY INC.	010-4300	MATERIALS TO REPAIR AHS SECURITY CAMERA		62.09
51217878	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		888.29
51217879	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		975.13
51217880	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,490.94
51217881	05/24/2019	Hayes Distributing Inc.	130-4700	FOOD		1,544.74
51217882	05/24/2019	Heinemann	010-4300	DONATION - CORNELL CLASSROOM SUPPLIES		29.63
51217883	05/24/2019	WELLS FARGO EQUIPMENT FINANCE	010-7438	EQUIPMENT RENTAL	121.36	
			010-7439	EQUIPMENT RENTAL	765.12	886.48
51217884	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		300.80
51217885	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,332.57
51217886	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		511.48
51217887	05/24/2019	MIHYON KIM C/O DISTRICT OFFICE	010-4315	01/15-05/21 MILEAGE REIMB	336.98	
				09/13-12/11 MILEAGE REIMB	208.19	545.17
51217888	05/24/2019	WELLS FARGO VENDOR FIN SERV	010-5611	DISTRICT WIDE COPIER LEASE		3,273.42
51217889	05/24/2019	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AMS COPIER USAGE	224.03	
				DISTRICT OFFICE COPIER USAGE	200.90	
				OCEAN VIEW COPIER USAGE	677.92	1,102.85
51217890	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,400.50
51217891	05/24/2019	LAKESHORE	010-4300	CORNELL PLAY TUNNEL		124.74
51217892	05/24/2019	LEARNING WITHOUT TEARS	010-4300	OCEAN VIEW NOTEBOOK PAPER		71.63
51217893	05/24/2019	MAGGIORA BAKING CO	130-4700	FOOD		305.00
51217894	05/24/2019	Mail Finance	010-5610	AMS POSTAGE MACHINE LEASE		252.13

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51217895	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,400.50
51217896	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		730.27
51217897	05/24/2019	NASCO	010-4300	AHS SCIENCE SUPPLIES		134.33
51217898	05/24/2019	OFFICE DEPOT	010-4300	AMS SUPPLIES		161.82
51217899	05/24/2019	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		654.68
51217900	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		632.25
51217901	05/24/2019	PG&E	010-5520	04/08-05/07 SERVICE	7,662.31	
				04/19-05/08 SERVICE	705.70	8,368.01
51217902	05/24/2019	PHONAK, LLC	010-4300	EQUIPMENT REPAIR		
			010-4400	EQUIPMENT		100.00
51217903	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		258.55
51217904	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,596.54
51217905	05/24/2019	RETIREE	010-3752	RETIREE REIMBURSEMENT		511.48
51217906	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		695.44
51217907	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		730.27
51217908	05/24/2019	SMITH & SONS ELECTRIC, INC.	010-5670	REPAIR AHS GYM LIGHT FIXTURES		36,787.00
51217909	05/24/2019	SONJA BIGGS EDUCATIONAL SVCS	010-5825	SERVICES FOR VISUALLY IMPAIRED STUDENTS		1,106.25
51217910	05/24/2019	SPURR	010-5520	04/30 CHARGES	9,424.48	
			120-5520	04/30 CHARGES	52.73	9,477.21
51217911	05/24/2019	SUPER DUPER PUBLICATIONS	010-4300	OCEAN VIEW CLASSROOM SUPPLIES		290.48
51217912	05/24/2019	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	1,062.25	
			130-4710	FOOD & SUPPLIES	54.80	1,117.05
51217913	05/24/2019	RETIREE	010-3751	RETIREE REIMBURSEMENT		781.27
51218600	05/28/2019	MARINA GONZALEZ C/O DISTRICT OFFICE	010-4315	05/16-05/21 MILEAGE REIMB		89.90
Total Number of Checks					393	1,438,603.46

	Count	Amount
Cancel	5	1,598.70
Net Issue		1,437,004.76

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	329	1,310,100.03
120	Child Development Fund	20	11,501.67

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

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
130	Cafeteria Fund	50	60,493.77
211	Measure B 2016A	5	42,812.03
212	Measure E 2016A	3	7,300.95
250	Capital Facilities Fund	1	5,113.30
Total Number of Checks		388	1,437,321.75
Less Unpaid Sales Tax Liability			316.99
Net (Check Amount)			<u>1,437,004.76</u>

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

ALBANY UNIFIED SCHOOL DISTRICT
Donations ♦ May 1 – June 14, 2019

S U M M A R Y

Site	Current	Previously Approved	Total Year-to-Date
Albany High School	\$ 1,504.95	\$ 15,223.56	\$ 16,728.51
Albany Middle School	10,144.75	31,274.02	41,418.77
Ocean View Elementary	6,316.33	24,358.97	30,675.30
Marin Elementary	7,686.98	12,182.20	19,869.18
Cornell Elementary	7,126.70	82,158.94	89,285.64
TK	1,913.00	1,310.00	3,223.00
Elementary Enrichment	6,210.00	9,805.00	16,015.00
Special Education	0	4,076.13	4,076.13
Multi-Site Donation	17,654.98	374,304.31	391,959.29
All Sites	\$58,557.69	\$554,693.13	\$613,250.82

ALBANY UNIFIED SCHOOL DISTRICT
Donations ♦ May 1 – June 14, 2019

ALBANY HIGH SCHOOL	
\$ 40.00	AEF-Sponsored Field Trip - Jorden-Swan
\$ 239.95	Classroom Donation - Hubbard
\$ 31.00	Donation - AHS Library
\$ 100.00	Family Donation - Ritchie
\$ 500.00	PTSA - Library Special Speaker
\$ 2.00	YourCause, AT&T - Ritchie
\$ 2.00	YourCause, AT&T - Ritchie
\$ 30.00	YourCause, Chevron - Ritchie
\$ 40.00	YourCause, Chevron - Ritchie
\$ 200.00	YourCause, Chevron - Science Olympiad
\$ 320.00	YourCause, PG&E - Ritchie
\$ 1,504.95	Current
\$ 1,764.65	Approved 5/28/19 Board Meeting
\$ 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
\$ 16,728.51	Total YTD

ALBANY MIDDLE SCHOOL	
\$ 9.80	Donation via MySchoolBucks
\$ 9,814.95	PTA - Chromebooks & Cart
\$ 320.00	YourCause, PG&E - Brill
\$ 10,144.75	Current
\$ 1,006.36	Approved 5/28/19 Board Meeting
\$ 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
\$ 41,418.77	Total YTD

OCEAN VIEW ELEMENTARY	
\$ 2,815.00	Art Fair Fundraiser
\$ 805.00	Art Fundraiser via MySchoolBucks
\$ 25.00	Galileo Learning - Georgeson
\$ 83.02	Interstate Studio - Georgeson
\$ 1,738.31	Ocean View PTA
\$ 850.00	Talent Show Fundraiser
\$ 6,316.33	Current
\$ 3,078.98	Approved 5/28/19 Board Meeting
\$ 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
\$ 30,675.30	Total YTD

MARIN ELEMENTARY	
\$ 1,060.00	AEF-Sponsored Field Trip - 1st Grade
\$ 20.00	Classroom Donation - Bishop
\$ 40.00	Classroom Donation - Dunigan
\$ 25.00	Galileo Learning - Pfohl
\$ 6,541.98	Marin PTA
\$ 7,686.98	Current
\$ 540.00	Approved 5/28/19 Board Meeting
\$ 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
\$ 19,869.18	Total YTD

CORNELL ELEMENTARY	
\$ 1,900.87	Cornell PTA
\$ 4,785.83	Cornell PTA
\$ 220.00	YourCause, Wells Fargo - Duncan
\$ 220.00	YourCause, Wells Fargo - Duncan
\$ 7,126.70	Current
\$ 500.00	Approved 5/28/19 Board Meeting
\$ 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
\$ 89,285.64	Total YTD

ACC / TK	
\$ 1,913.00	Fundraiser
\$ 1,913.00	Current
\$ 1,310.00	Approved 4/30/19 Board Meeting
\$ 3,223.00	Total YTD

ELEMENTARY ENRICHMENT	
\$ 20.00	Donation via Benevity
\$ 40.00	Donation via Benevity
\$ 150.00	Family Donations via CO PTA
\$ 6,000.00	Marin PTA Donation
\$ 6,210.00	Current
\$ 40.00	Approved 5/28/19 Board Meeting
\$ 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
\$ 16,015.00	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	
\$ 12,425.98	Albany Athletics Boosters
\$ 109.00	Community Member Donation
\$ 5,000.00	Golden Gate Fields
\$ 60.00	YourCause, Wells Fargo
\$ 60.00	YourCause, Wells Fargo
\$ 17,654.98	Current
\$ 15,346.83	Approved 5/28/19 Board Meeting
\$ 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
\$ 391,959.29	Total YTD

TOTAL	
\$ 58,557.69	Current
\$ 22,276.82	Approved 5/28/19 Board Meeting
\$ 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
\$ 613,250.82	Total YTD

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **CHILD DEVELOPMENT SERVICES CONTRACT FOR THE 2019-20 FISCAL YEAR (CCTR-9002) AND THE RESOLUTION FOR AUTHORIZED SIGNATORIES FOR THE CONTRACT**

PREPARED BY: **JACKIE KIM, CHIEF BUSINESS OFFICIAL**

TYPE OF ITEM: **CONSENT**

PURPOSE: To formally approve and accept the State estimated contract for the Before-and-After school child care program for the 2019-20 fiscal year.

BACKGROUND INFORMATION: The Albany Children's Center operates the two child development programs funded by the State, which consist of a preschool program (Ages 2-4) and general child care & development programs (Ages 5-9)

DETAILS: To formally accept the estimated contract for the general child care & development programs we need to approve and complete the following: • State Resolution Form • California Civil Rights Laws Certifications Form • Contractor Certification Clauses Form • Federal Certification Form • State agreements for Preschool and School-Age programs

KEY QUESTIONS/ANSWERS:

1. Should I be concerned that paragraph two of the agreement for both programs note the agreement can be terminated immediately?

A. No, this is a standard clause in State agreements. This is due to the agreements being initiated prior to the State formally adopting their budget. In many instances the amount of the agreement is adjusted lower or higher once the State adopts their budget, but not terminated completely.

2. Page four of the document notes public agencies can use a Board policy for authorizing the execution of the agreement instead of an annual resolution. Why not adopt a Board policy?

A. State representatives have been contacted regarding any required language needed for a Board policy. The representative was unfamiliar with any required language for a Board policy and recommended the safest approach of annually adopting the resolution to avoid any disqualification or delays in receiving funding

FINANCIAL INFORMATION: CCTR-9002: \$451,354 (Maximum)

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 formally approve and accept the State estimated contract for the Before-and-After school child care program for the 2019-20 fiscal year.

California Department of Education (CDE)
DIRECTIONS AND FORMS
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS

Please read the entire document carefully. This document contains:

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- Contractor Certification Clauses (CCC-04-2017) (pages 9-12)
- California Civil Rights Laws Certification (CO-005) (page 13)
- Federal Certifications CO.8 (page 14-15)
- Contract (page 16-17)

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Terms and Conditions for Interagency Agreements (GIA 610).

All of the above can be found at the following link:

<http://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

2. Print **two (2) copies of this document** beginning with the CCC 04/2017 (pages 9-17), **single-sided only**. Do not alter documents in any way.
 - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in **blue ink** only;
 - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
 - Print name, title, and address where requested.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
 - **Contracts will not be executed prior to board approval.**
5. Mail (e-mail not accepted) signed contracts and all completed documents as *soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided, or formatting has been changed.
- The contract was printed with the left side cut-off and language missing.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract type.

County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, signature authority is required.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

_____ authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME

TITLE

SIGNATURE

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2019, by the

Governing Board of _____

of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of

_____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts with original signatures at this time.

Why do I have to make two copies of the contract?

So that once the contract is executed, CDE can send you a signed original.

FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification

Number, and is used to identify a business entity. Use this number to fill in the CCC-4/2017 form.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact Favio Flores at: FFlores@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name _____ Contract # _____

Place a check mark next to each item being returned.

- Checklist
- Two (2)** signed (in **blue ink**) child care contracts with original signatures
 - **Did you include your printed name, title, and address?**
 - **Is all of the contract language visible?**
- Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
 - **Did you fill in ALL spaces including Federal ID Number?**
- Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

CO-8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



DATE: July 01, 2019

CONTRACT NUMBER: CCTR-9002

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 01-6112-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: ALBANY CITY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the Alameda County Individualized Child Care Subsidy Pilot Local Child Care Policy and Evaluation Plan (hereafter the "ALAMEDA COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS except where the ALAMEDA COUNTY PILOT PLAN allows for exceptions.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$51.22 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$451,354.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	8,813.0
Minimum Days of Operation (MDO) Requirement	182

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Contract Manager		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 451,354	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 451,354	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				

CONTRACT NUMBER: CCTR-9002

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 110,688	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6112	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 110,688	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 50,882	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6112	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,882	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 289,784	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6112			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 289,784	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **CHILD DEVELOPMENT SERVICES CONTRACT FOR THE 2019-20 FISCAL YEAR (CSPP-9002) AND THE RESOLUTION FOR AUTHORIZED SIGNATORIES FOR THE CONTRACT**

PREPARED BY: **JACKIE KIM, CHIEF BUSINESS OFFICIAL**

TYPE OF ITEM: **CONSENT**

PURPOSE: To formally approve and accept the State estimated contract for the Preschool program for the 2019-20 fiscal year.

BACKGROUND INFORMATION: The Albany Children's Center operates the two child development programs funded by the State, which consist of a preschool program (Ages 2-4) and general child care & development programs (Ages 5-9).

DETAILS: To formally accept the estimated contract for the preschool program we need to approve and complete the following:

- State Resolution Form
- California Civil Rights Laws Certifications Form
- Contractor Certification Clauses Form
- State agreements for Preschool and School-Age programs

KEY QUESTIONS/ANSWERS:

1. Should I be concerned that paragraph two of the agreement for both programs note the agreement can be terminated immediately?

a. No, this is a standard clause in State agreements. This is due to the agreements being initiated prior to the State formally adopting their budget. In many instances the amount of the agreement is adjusted lower or higher once the State adopts their budget, but not terminated completely.

2. Page four of the document notes public agencies can use a Board policy for authorizing the execution of the agreement instead of an annual resolution. Why not adopt a Board policy? a. State representatives have been contacted regarding any required language needed for a Board policy. The representative was unfamiliar with any required language for a Board policy and recommended the safest approach of annually adopting the resolution to avoid any disqualification or delays in receiving funding

FINANCIAL INFORMATION: CSPP-9002: \$697,786 (Maximum)

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 formally approve and accept the State estimated contract for the Preschool program for the 2019-20 fiscal year.

California Department of Education (CDE)
DIRECTIONS AND FORMS
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS

Please read the entire document carefully. This document contains:

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- Contractor Certification Clauses (CCC-04-2017) (pages 9-12)
- California Civil Rights Laws Certification (CO-005) (page 13)
- Contract (page 14)

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Terms and Conditions for Interagency Agreements (GIA 610).

All of the above can be found at the following link:

<http://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

2. Print **two (2) copies of this document** beginning with the CCC 04/2017 (pages 9-14), **single-sided only**. Do not alter documents in any way.
 - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in **blue ink** only;
 - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
 - Print name, title, and address where requested.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
 - **Contracts will not be executed prior to board approval.**
5. Mail (e-mail not accepted) signed contracts and all completed documents as *soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided, or formatting has been changed.
- The contract was printed with the left side cut-off and language missing.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract type.

County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, signature authority is required.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

_____ authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2019, by the
Governing Board of _____
of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of
_____, of _____, County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts with original signatures at this time.

Why do I have to make two copies of the contract?

So that once the contract is executed, CDE can send you a signed original.

FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification

Number, and is used to identify a business entity. Use this number to fill in the CCC-4/2017 form.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact Favio Flores at: FFlores@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name _____ Contract # _____

Place a check mark next to each item being returned.

- Checklist
- Two (2)** signed (in **blue ink**) child care contracts with original signatures
 - **Did you include your printed name, title, and address?**
 - **Is all of the contract language visible?**
- Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
 - **Did you fill in ALL spaces including Federal ID Number?**
- Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	



DATE: July 01, 2019

CONTRACT NUMBER: CSPP-9002

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 01-6112-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: ALBANY CITY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the Alameda County Individualized Child Care Subsidy Pilot Local Child Care Policy and Evaluation Plan (hereafter the "ALAMEDA COUNTY PILOT PLAN") as most recently approved by the California Department of Education; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail. The Contract must meet the specifications of the STATE PRESCHOOL PROGRAM REQUIREMENTS except where the ALAMEDA COUNTY PILOT PLAN allows for exceptions.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$51.84 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$697,786.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	13,460.0
Minimum Days of Operation (MDO) Requirement	245

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING				
TITLE Contract Manager		ADDRESS				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 697,786	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6112					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 697,786	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2019			FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER		DATE				

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: RESOLUTION 2018-19-17- TEMPORARY BORROWING BETWEEN FUNDS (INTERFUND BORROWING)

PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: CONSENT

PURPOSE: Approve Resolution 2018-19-17 Temporary Borrowing Between Funds

BACKGROUND INFORMATION: Education Code 42603 permits the Governing Board of any school district to allow for temporary borrowing between funds. Albany Unified School District is expected to receive a significant portion of its operating funds in December when property & parcel taxes are received; therefore, at times, the General Fund must borrow funds from other Funds until property and parcel taxes revenue is received. Additionally, due to various programs being funded on a reimbursement basis (i.e. spend funds first and receive revenue at a later date), the District may need temporary cash flow assistance until revenue is received in its other Funds.

DETAILS: Should the need occur; Resolution 2018-19-17 authorizes the district to temporarily borrow cash between funds. Amounts transferred between funds shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year.

KEY QUESTIONS/ANSWERS:

1. Should I be concerned that we may run out of cash this year?
 - a. No, as illustrated in the District's Proposed Budget, the General Fund projects maintaining positive monthly cash balances during 2019-20 fiscal year. This resolution is routine to assist with any unanticipated temporary shortfalls.

FINANCIAL INFORMATION: N/A

STRATEGIC GOALS ADDRESSED:



Objective #3: Communicate and Lead Together.

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

RECOMMENDATION: Approve Resolution 2018-19-17 Temporary Borrowing Between Funds

ALBANY UNIFIED SCHOOL DISTRICT

In the Matter of Authorizing Inter-fund Loan for)
Cash Flow Purposes) RESOLUTION NUMBER 2018-19-17

TEMPORARY BORROWING BETWEEN FUNDS

WHEREAS, the Board of Trustees of the Albany Unified School District has determined that there may be insufficient cash to meet current obligations due to unanticipated temporary shortfalls; and

WHEREAS, Education Code Section 42603 permits the Governing Board of any school district to direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year,

THEREFORE, BE IT RESOLVED that the Governing Board of the Albany Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2019-2020 to authorize the Superintendent or designee to temporarily transfer funds as needed for cash flow purposes and repay those transfers as funds become available.

PASSED AND ADOPTED by the Governing Board of Education of the Albany Unified School District of the County of Alameda, this __ day of _____, 2019, by the following vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: APPROVE DISPOSAL OF SURPLUS E-WASTE

PREPARED BY: DAX KAJIWARA, TECHNOLOGY DIRECTOR

TYPE OF ITEM: CONSENT

PURPOSE:

The Board of Trustees to approve the disposal of obsolete and/or non-functioning technology items to an authorized E-Waste vendor.

BACKGROUND INFORMATION:

E-Waste Disposal Protocols:

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

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

- 1) E-Waste systems are those that have been discarded from a school site. The E-Waste is then audited by the IT Department for anything that could be refurbished and redistributed and removed from the E-Waste list. After approval of the Board of Education the remaining E-Waste (a listing is included as an attachment to this memo) will be scheduled for pickup by an authorized E-Waste vendor at no cost to the District.
- 2) Systems that are considered serviceable are retained either for spare parts or for redeployment at another site upon request. Our team has established a set of internal guidelines for determining the serviceability of computing systems discarded by our school sites. These guidelines include the age of the systems, the availability of and or cost of replacement components, as well as time considerations and cost effectiveness of repair and maintenance.
- 3) To provide extended service to existing legacy systems (those being near or beyond the serviceability age but are still in use at the school sites), we keep a set of replacement parts available. This is done by scavenging usable components from discarded systems that are no longer in service and beyond the serviceability standards.

DETAILS:

AUSD Technology Services schedules periodic E-waste disposal pickups by an authorized vendor. This is normally done at least once a year, at the end of the school year, as storage space at school sites is limited. This is the expected time to schedule a disposal pickup at the end of the 2018-19 school year.

KEY QUESTIONS/ANSWERS:

1. Q: What vendor does AUSD use to dispose of E-waste?

A: Y2K Electronics Recycling, LLC
44875 Industrial Drive, Suite C
Fremont, CA 94538

FINANCIAL INFORMATION:

N/A

STRATEGIC GOALS ADDRESSED:

Objective #3: Communicate and Lead Together.

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

RECOMMENDATION: Approve the disposal of the e-waste items on the attached list.

Type	Manufacturer	Model	Asset ID	Serial Number	Quantity
Audio	Lightspeed	LES 880iR		RX880-070810-0078	1
Audio	Lightspeed	RedMike			1
Calculator	Texas Instruments				6
Cartridge	HP	Laserjet Pro 401	none	CF280X	1
Cassette	Califone	2395AV-02	none	IL76022	1
Chromebook	Samsung	Samsung Chromebook	1730	HY3A91AD225230	1
Chromebook	Samsung	Samsung Chromebook	1754	HY3A91JD200182	1
Chromebook	Samsung	Samsung Chromebook	1758	HY3A91KD232718	1
Chromebook	Samsung	Samsung Chromebook	1760	HY3A91AD224912	1
Chromebook	Samsung	Samsung Chromebook	1761	HY3A91AD223636	1
Chromebook	Samsung	Samsung Chromebook	1765	HY3A91JD200410	1
Chromebook	Samsung	Samsung Chromebook	1767	HY3A91JD200304	1
Chromebook	Samsung	Samsung Chromebook	1774	HY3A91AD224917	1
Chromebook	Samsung	Samsung Chromebook	2001	HY3A91MD524194	1
Chromebook	Samsung	Samsung Chromebook	2094	HY3A91TD531903	1
Chromebook	Samsung	Samsung Chromebook	2468	HY3A91TD747939	1
Chromebook	Samsung	Samsung Chromebook	2492	HY3A91JD704381	1
Chromebook	Samsung	Samsung Chromebook	2523	HY3A91JD704192	1
Chromebook	Samsung	Samsung Chromebook	2555	HY3A91TD755700	1
Chromebook	Samsung	Samsung Chromebook	2604	HY3A91SDA00973	1
Chromebook	Samsung	Samsung Chromebook	2606	HY3A91SDA01052	1
Chromebook	Samsung	Samsung Chromebook	2607	HY3A91SDA01053	1
Chromebook	Samsung	Samsung Chromebook	2612	HY3A91SDA01389	1
Chromebook	Samsung	Samsung Chromebook	2613	HY3A91SDA01005	1
Chromebook	Samsung	Samsung Chromebook	2615	HY3A91SDA01304	1
Chromebook	Samsung	Samsung Chromebook	2617	HY3A91SDA01025	1
Chromebook	Samsung	Samsung Chromebook	2622	HY3A91SDA00971	1
Chromebook	Samsung	Samsung Chromebook	2627	HY3A91SDA01054	1
Chromebook	Samsung	Samsung Chromebook	2633	HY3A91SDA00976	1
Chromebook	Samsung	Samsung Chromebook	2634	HY3A91SDA01279	1
Chromebook	Samsung	Samsung Chromebook	2781	0UG99FCF336645	1
Chromebook	Samsung	Samsung Chromebook	2908	HY3A91TD755610	1
Chromebook	Samsung	Samsung Chromebook	2964	HY3A91BF222802	1

Type	Manufacturer	Model	Asset ID	Serial Number	Quantity
Chromebook	Samsung	Samsung Chromebook	3013	HY3A91AF227581	1
Chromebook	Samsung	Samsung Chromebook	3019	0UG99FCF336052	1
Chromebook	Samsung	Samsung Chromebook	3024	0UG99FCF336020	1
Chromebook	Samsung	Samsung Chromebook	3029	HY3A91BF222527	1
Chromebook	Samsung	Samsung Chromebook	3030	0UG99FCF336542	1
Chromebook	Samsung	Samsung Chromebook	3031	0UG99FCF335920	1
Chromebook	Samsung	Samsung Chromebook	3067	HY3A91BF223950	1
Chromebook	Samsung	Samsung Chromebook	3118	HY3A91BF223749	1
Chromebook	Acer	Chromebook 13 (CB5-311)	3350	NXMPRAA0044340B5	1
Chromebook	Samsung	Samsung Chromebook	3423	HY3A91BF322778	1
Chromebook	Samsung	Samsung Chromebook	3424	0UG99FCF336546	1
Chromebook	Samsung	Samsung Chromebook	3425	0UG99FCF336512	1
Chromebook	Samsung	Samsung Chromebook	3473	HY3A91TD735098	1
Chromebook	Acer	Chromebook 13 (CB5-311)	3571	NXMPRAA004436260	1
Chromebook	Acer	Chromebook 13 (CB5-311)	3580	NXMPRAA004437002	1
Chromebook	Acer	Chromebook 13 (CB5-311)	3591	NXMPRAA004436217	1
Chromebook	Dell	Chromebook 11 (3120)	4338	D1HH2D2	1
Chromebook	Samsung	Samsung Chromebook		0UG99FCF336664	1
Chromebook charger	Samsung				20
Desktop	HP Compaq		0650	MXL8340THD	1
Desktop	Dell Inc.	OptiPlex 9010	3302	8RQDQW1	1
Desktop	Dell Inc.	OptiPlex 790	3303	8RVQGQ1	1
Desktop	Hewlett-Packard	HP Compaq 6005 Pro MT PC	3305	MXL04702J2	1
Desktop	Apple Inc	iMac14,1	3703	D25PW2HYF8J7	1
Desktop	Apple Inc	iMac12,1	5658	D25GR04WDHJT	1
Desktop	Hewlett-Packard	HP Compaq dc5800 Microtower	602	MXL8340RTS	1
Desktop	Dell		none		1
Destop	Apple	Imac20"	none	W87160FYWRX	1
Doc Camera	Elmo		1295	656426	1
Doc Camera	Elmo	TT-02RX	1306	656429	1
Doc Camera	Elmo	TT-02RX	1322	656424	1
Doc Camera	Elmo	TT-02RX	1347		1
Doc Camera	Epson	ELPDC11	4153	NCYF3719680	1

Type	Manufacturer	Model	Asset ID	Serial Number	Quantity
Doc Camera	Smart	SDC 330	976	E01B016600	1
Doc Camera	SMART	SDC 330	981	E01B015099	1
DVD player	Go Video	DV2140	none		1
DVD player	Sony	DVP-NS300	none		1
Keyboard					3
Keyboard	Apple				1
Laptop	Dell Inc.	Vostro 3350	3536	1SC5WP1	1
Laptop	Apple	MacBookAir7,2	3745	C1MPV6D2G943	1
Laptop	Dell Inc.	Vostro 3350	467	5RC5WP1	1
Laptop	Dell Inc.	Vostro 3350	468	9SC5WP1	1
Laptop	Dell Inc.	Vostro 3350	469	JQC5WP1	1
Laptop	Dell Inc.	Vostro 3350	472	2RC5WP1	1
Laptop	Dell Inc.	Vostro 3350	473	BSC5WP1	1
Laptop	Dell Inc.	Vostro 3350	478	7RC5WP1	1
Laptop	Dell Inc.	Vostro 3350	482	DRC5WP1	1
Laptop	Dell Inc.	Vostro 3350	485	6SC5WP1	1
Laptop	Dell Inc.	Vostro 3350	487	FRC5WP1	1
Laptop	Dell Inc.	Vostro 3350	489	4RC5WP1	1
Laptop	Lenovo	X31E	none	PB-7B6NY	1
Laptop	Hewlett-Packard	HP ProBook 4520s	TAG0023666669521	2CE0310X2D	1
Laptop	HP			CNU8430VPL	1
Lenovo ideapad	Lenovo	80R9	none	YD0048SA	1
Local Printer	HP	Envy 4500	3193		1
Local Printer	Canon	MG8220	none		1
Local Printer	Epson	R2000	none		1
Local Printer	Epson	Stylus Pro 4000	none		1
Local Printer	HP	DeskJet 812C		MY981141YH	1
Local Printer	HP	1012		CNFB987675	1
Microwave					1
Monitor	Dell		none		2
Monitor	Asus				1
Monitor	Elo	entutive			2
Monitor	Asus				1

Type	Manufacturer	Model	Asset ID	Serial Number	Quantity
Monitor	Elo	entutive			2
Mouse					5
Network Printer	HP	HP 5000N	3544	JPB3105773	1
Network Printer	HP	LaserJet 5200	3554		1
Network Printer	HP	5200	3554		1
Network Printer	HP	Laserjet 1320	918		1
Network Printer	HP	1022	none		1
pencil sharpener					2
Peripheral	Apple	Superdrive	3325	C02P5NKQF4GW	1
Plasma display	Panasonic	TH-50PH11UK			2
Plasma display	Panasonic	TH-50PH11UK			2
Power Plug	APPLE	MagSafe 2	none		1
Projector	Mitsubishi	XD250U	1263	8015991	1
Projector	Hitachi	CPX2514WN	1297	F1HU03239	1
Projector	Hitachi	CPX2514WN	1321	F1HU03232	1
Projector	Hitachi	CP-X2514WN	1336		1
Projector	Epson	83C	3227		1
Projector	Epson	Powerlite 83C	3530		1
Projector	EPSON	85+	955	MT5F041954L	1
Server	Dell	PowerEdge 1850		27BG661	1
Server	Dell	PowerEdge 1850		CCH7K81	1
Server	Apple	Xserve		H09342QT6HS	1
Server	Dell	PowerEdge 2800		HWY4V91	1
Server	HP	ProLiant ML150		MXS8310579	1
Server	Dell	PowerEdge 1850		27BG661	1
Server	Dell	PowerEdge 1850		CCH7K81	1
Server	Apple	Xserve		H09342QT6HS	1
Speakers	Altec Multimedia		none		1
Television	Toshiba	32A13	none	95084119	1
Television	RCA				2
VCR	Panasonic	PV-V4520	none	IOID95014	1
VHS/DVD player			none		2
WiFi Access Point	Ruckus	ZF7363	none	101404002657	1

Type	Manufacturer	Model	Asset ID	Serial Number	Quantity
WiFi Access Point	Ruckus	ZF7363	none	511204008336	1
WiFi Access Point	Ruckus	ZF7363	none	911304009137	1
WiFi Access Point	Ruckus	ZF7363	none	481203002656	1
WiFi Access Point	Ruckus	ZF7363	none	481203002741	1
WiFi Access Point	Ruckus	ZF7363	none	481203002502	1
WiFi Access Point	Ruckus	ZF7363	none	511204007295	1
WiFi Access Point	Ruckus	ZF7363	none	481203003029	1
WiFi Access Point	Ruckus	ZF7363	none	481203002266	1
WiFi Access Point	Ruckus	ZF7363	none	911304009121	1
WiFi Access Point	Ruckus	ZF7363	none	911304009203	1
WiFi Access Point	Ruckus	ZF7363	none	481203002777	1
WiFi Access Point	Ruckus	ZF7363	none	481203003137	1
WiFi Access Point	Ruckus	ZF7363	none	481203002739	1
WiFi Access Point	Ruckus	ZF7363	none	521204000722	1
WiFi Access Point	Ruckus	ZF7363	none	541204001606	1
WiFi Access Point	Ruckus	ZF7363	none	541204000163	1
WiFi Access Point	Ruckus	ZF7363	none	541204001654	1
WiFi Access Point	Ruckus	ZF7363	none	541204000124	1
WiFi Access Point	Ruckus	ZF7363	none	541204000134	1
WiFi Access Point	Ruckus	ZF7363	none	541204000138	1
WiFi Access Point	Ruckus	ZF7363	none	541204000093	1
WiFi Access Point	Ruckus	ZF7363	none	541204000123	1
WiFi Access Point	Ruckus	ZF7363	none	141404000031	1
WiFi Access Point	Ruckus	ZF7363	none	511204007327	1
WiFi Access Point	Ruckus	ZF7363	none	541204000130	1
WiFi Access Point	Ruckus	ZF7363	none	911304009915	1
WiFi Access Point	Ruckus	ZF7363	none	521204000709	1
WiFi Access Point	Ruckus	ZF7363	none	511204007299	1
WiFi Access Point	Ruckus	ZF7363	none	511204008652	1
WiFi Access Point	Ruckus	ZF7363	none	541204000246	1
WiFi Access Point	Ruckus	ZF7363	none	511204007315	1
WiFi Access Point	Ruckus	ZF7363	none	541204001605	1
WiFi Access Point	Ruckus	ZF7363	none	531204009626	1

Type	Manufacturer	Model	Asset ID	Serial Number	Quantity
WiFi Access Point	Ruckus	ZF7363	none	541204001630	1
WiFi Access Point	Ruckus	ZF7363	none	511204009242	1
WiFi Access Point	Ruckus	ZF7363	none	521204000546	1
WiFi Access Point	Ruckus	ZF7363	none	541204000289	1
WiFi Access Point	Ruckus	ZF7363	none	541204000101	1
WiFi Access Point	Ruckus	ZF7363	none	541204000092	1
WiFi Access Point	Ruckus	ZF7363	none	511204006797	1
WiFi Access Point	Ruckus	ZF7363	none	511204006795	1
WiFi Access Point	Ruckus	ZF7363	none	511204008395	1
WiFi Access Point	Ruckus	ZF7363	none	511204008327	1
WiFi Access Point	Ruckus	ZF7363	none	511204006786	1
WiFi Access Point	Ruckus	ZF7363	none	511204006767	1
WiFi Access Point	Ruckus	ZF7363	none	511204006775	1
WiFi Access Point	Ruckus	ZF7363	none	511204006800	1
WiFi Access Point	Ruckus	ZF7363	none	511204008393	1
WiFi Access Point	Ruckus	ZF7363	none	541204000099	1
WiFi Access Point	Ruckus	ZF7363	none	541204000128	1
WiFi Access Point	Ruckus	ZF7363	none	541204001791	1
WiFi Access Point	Ruckus	ZF7363	none	511204009079	1
WiFi Access Point	Ruckus	ZF7363	none	521204000648	1
WiFi Access Point	Ruckus	ZF7363	none	511204007287	1
WiFi Access Point	Ruckus	ZF7363	none	521204000599	1
WiFi Access Point	Ruckus	ZF7363	none	521204000646	1
WiFi Access Point	Ruckus	ZF7363	none	521204000716	1
WiFi Access Point	Ruckus	ZF7363	none	511204008837	1
WiFi Access Point	Ruckus	ZF7363	none	541204000121	1
WiFi Access Point	Ruckus	ZF7363	none	521204000715	1
WiFi Access Point	Ruckus	ZF7363	none	521204000587	1
Wireless Router	Belkin	F5D7230-4		BEL1QZP1	1

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **PLAN FOR A TEMPORARY DROP-OFF/PICK-UP ZONE AT ALBANY HIGH SCHOOL**

PREPARED BY: **VALERIE WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND DISCUSSION**

PURPOSE: For the Board of Education to review the plan for a temporary drop-off/pick-up zone at Albany High School.

BACKGROUND INFORMATION/DETAILS: In preparation for temporary housing for our elementary students, there is a need to create a temporary drop-off/pick-up zone at Albany High School (AHS). On April 23, 2019, a neighborhood meeting was held at AHS. This meeting was advertised to the AHS neighbors via flyers that were delivered by AHS administrators. A second meeting was held at AHS on May 9, 2019, sponsored by the Albany Aquatic Center (AAC), to engage members of the AAC and the Pool Committee to provide their input. Unfortunately, only six people attended the first meeting, and seven people attended the second meeting, with one neighbor who attended both meetings.

In order to provide the AHS community and the school board another opportunity for input, the Superintendent asked to agendize this topic as a Review and Discussion item.

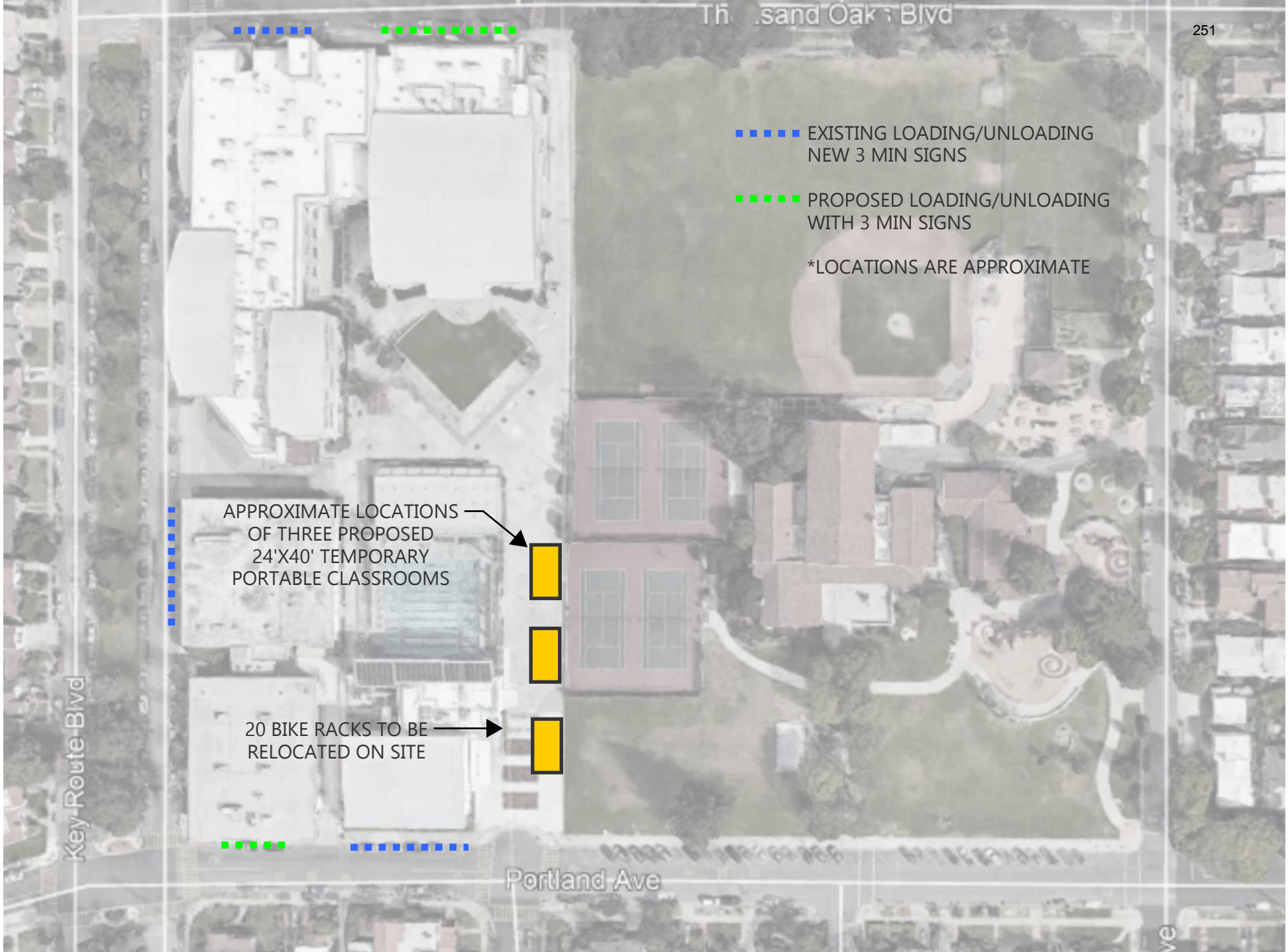
FINANCIAL INFORMATION: N/A

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: Board of Education review and discuss the plan for a temporary drop-off/pick-up zone at Albany High School.



- ■ ■ ■ ■ EXISTING LOADING/UNLOADING
NEW 3 MIN SIGNS
- ■ ■ ■ ■ PROPOSED LOADING/UNLOADING
WITH 3 MIN SIGNS
- *LOCATIONS ARE APPROXIMATE

APPROXIMATE LOCATIONS
OF THREE PROPOSED
24'X40' TEMPORARY
PORTABLE CLASSROOMS

20 BIKE RACKS TO BE
RELOCATED ON SITE

Albany High School
Proposed Temporary Drop-Off & Pick-up Zones
May 9, 2019

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP)

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

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: The purpose of this item is to approve the 2019-2020 Local Control and Accountability Plan. California Education Code mandates Districts approve updates to the LCAP annually by July 1.

BACKGROUND INFORMATION:

The LCAP is a planning and accountability tool that highlights the district's annual goals, actions, services and expenditures within a fixed three-year planning cycle.

During the months of March, April, and May, stakeholder groups were consulted to inform the revision of the LCAP. Input was captured through an online survey, and approximately 200 respondents provided feedback. The District's LCAP Advisory Committee, composed of parents, a student, teachers, site and district office administration, reviewed the input, discussed implications for the 2019-2020 LCAP, and reviewed the final draft LCAP.

An analysis of the goals, actions and services outlined in the LCAP indicate strong alignment between planned goals, actions and services and stakeholder input, highlight a persistent lack of adequate funding to fully implement all actions and services, and reveal a need to utilize additional tools to measure effectiveness of goals, actions and services (in real time and for all students in all grade levels).

DETAILS:

The LCAP is approximately 160 pages in length; the following overview is provided to highlight key information and revisions included in the 2019-2020 LCAP update.

- The AUSD LCAP reflects the following **areas of progress**:
 - **Implementation of Academic Standards and Instructional Materials** (State Priority 2): The District has adopted TK-12 grade standards-aligned mathematics instructional materials, NGSS aligned course pathways for students in grades 6-12, and English language arts writing and reading instructional materials for grades TK-5.
 - **Parent Engagement** (State Priority 3): Overall parent participation is high. All schools have active Parent-Teacher Associations. The Black Parent Advisory Group and Latino Parent

Engagement Group (Familias Latinas de Albany) have active programs that involve parents in matters related to student achievement and the recognition of culture, ethnicity, and diversity. Parents are also engaged in the District's English Learner Advisory Committee (DELAC), LCAP Advisory Committee, Board Policy Committee, and Budget Advisory Committee.

- **School Climate** (State Priority 5): The District has focused on equity, inclusion and social justice by providing professional development in the areas of culturally responsive teaching, trauma-informed practices, and restorative justice. The District has also continued to implement its social emotional learning and social justice competencies through professional development, family communication and student exposure and engagement.
- The AUSD LCAP reflects the following **greatest needs** (*any overall state indicator of red or orange*):
 - **Chronic Absenteeism** (State Priority 5): Albany Unified School District achieved high achievement levels in all state indicators (color-coded rating of green) on the California School Dashboard with the exception of chronic absenteeism which received an overall color-coded rating of orange. The overall chronic absenteeism rate for 2017-2018 was 5.4%. All student groups experienced an increase in chronic absenteeism rates with the exception of African American students (who received a color-coded performance level of green). Students with disabilities received a color-coded rating of red on the Fall 2018 California School Dashboard. English learners, Filipino, Hispanic, socioeconomically disadvantaged students, and students identified as Two or More Races received a color-coded rating of orange. White and Asian students received a color-coded rating of yellow.
- The AUSD LCAP reflects the following **performance gaps** (*any state indicator for which the performance of any student group was two or more performance levels below the overall performance of all students*):
 - **Academic Performance** (Grades 3-8 & 11): Overall, the performance of students on the Academic Performance Indicator, as reported on the California School Dashboard, received a color-coded rating of green.
 - For students with disabilities and African American students, performance on the English language arts and mathematics summative assessments received a color-coded rating of orange.
 - **College/Career Indicator**: Overall, the performance of students on the College/Career Indicator, as reported on the California School Dashboard, received a color-coded rating of green.
 - For students identified as socioeconomically disadvantaged, performance on the College/Career Indicator received a color-coded rating of orange.
 - **Graduation Rate**: Overall, the graduation rate for all students, as reported on the California School Dashboard, was 92.5% and received a color-coded rating of green.
 - For students identified as socioeconomically disadvantaged, the graduation rate was 89.2% and received a color-coded rating of orange.
 - **Suspension Rate**: Overall, the suspension rate for all students, as reported on the California School Dashboard, was 2.1% and received a color-coded rating of green.
 - For students identified as Two or More Races, the suspension rate was 2.8% and received a color-coded rating of orange.

- In response to stakeholder input, and a review and analysis of results from the California School Dashboard, the following LCAP *actions and services* have been **added or modified** for 2019-2020:
 - Action 1.2.4: The District will provide targeted academic intervention for students not meeting standards on Smarter Balanced Summative assessments.
 - Action 2.1.2: The District will provide targeted attendance intervention to address chronic absenteeism.
 - Action 2.7.2: The District will support site-based academic and social-emotional mentoring services for at-risk students in grades 6-12.
 - Action 3.5.4: The District will convene a stakeholder group to evaluate communication protocols and set goals for improvement as needed. Additionally, sites will evaluate their channels of communication to parents with a goal of re-aligning communication to those channels that parents use and access frequently.
- Due to the District's structural deficit, the following LCAP *actions and services* have been **modified or discontinued** for 2019-2020:
 - Action 1.5.1: Career Technical Education staffing (reduced by 0.2 FTE) due to county ROP budget reductions.
 - Action 1.8.1: Information Technology staffing (reduced by 1.0 FTE).
 - Action 1.9.2: Elimination of staffing for library technicians (0.65 FTE).
 - Action 3.2.2: Elimination of clerical staff for Curriculum, Instruction and Assessment Dept (0.9 FTE).

During the 2019-2020 school year, the LCAP Advisory Committee will be convened in the fall to monitor the implementation of the 2019-2020 LCAP and begin the process for developing the 2021-2023 Local Control and Accountability Plan.

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.*

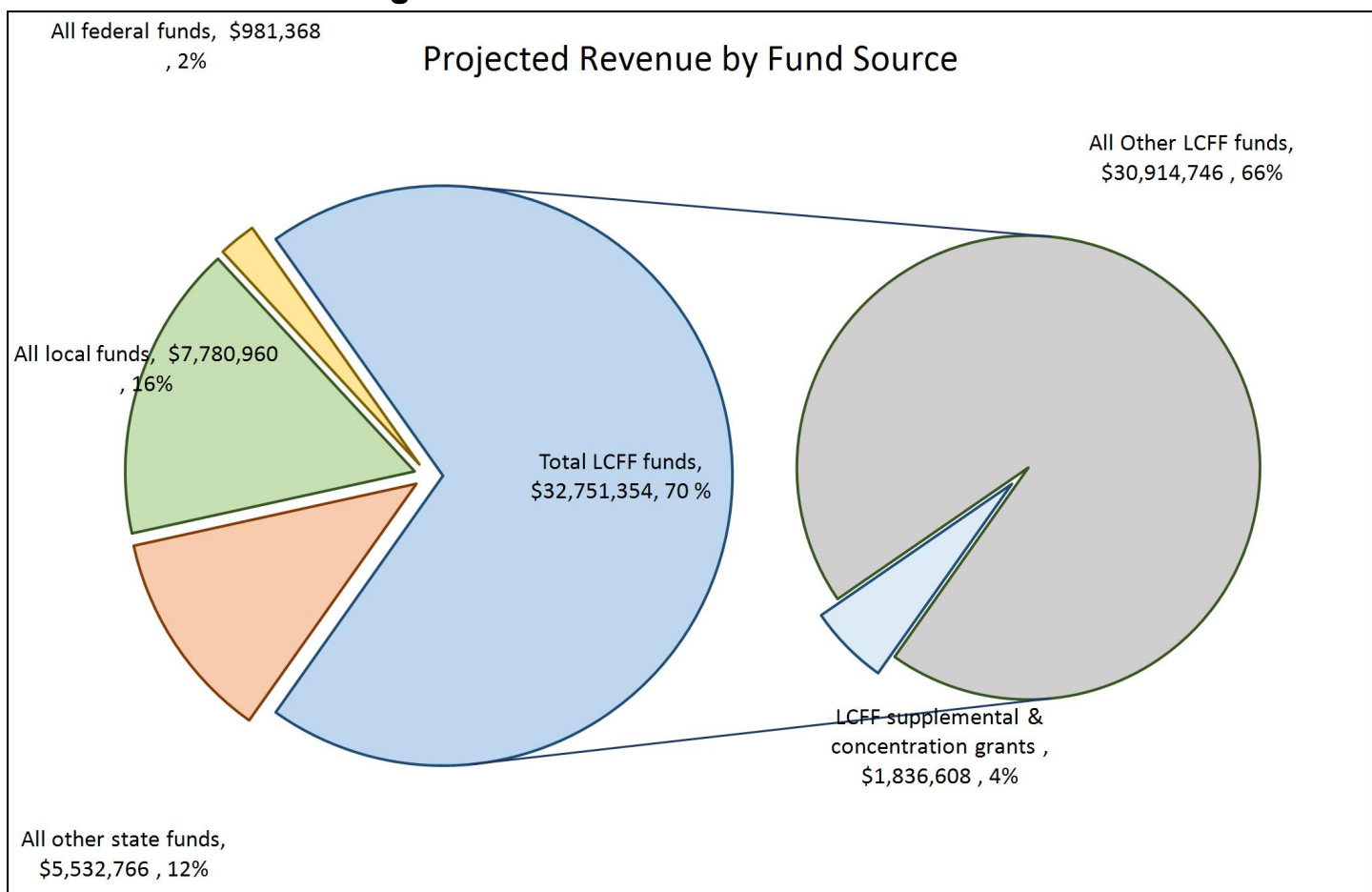
<p>RECOMMENDATION: APPROVE THE 2019-2020 LOCAL CONTROL AND ACCOUNTABILITY PLAN</p>

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Albany City Unified School District
 CDS Code: 01-61127-0000000
 Local Control and Accountability Plan (LCAP) Year: 2019-20
 LEA contact information: Marie Williams, Assistant Superintendent Educational Services

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2019-20 LCAP Year

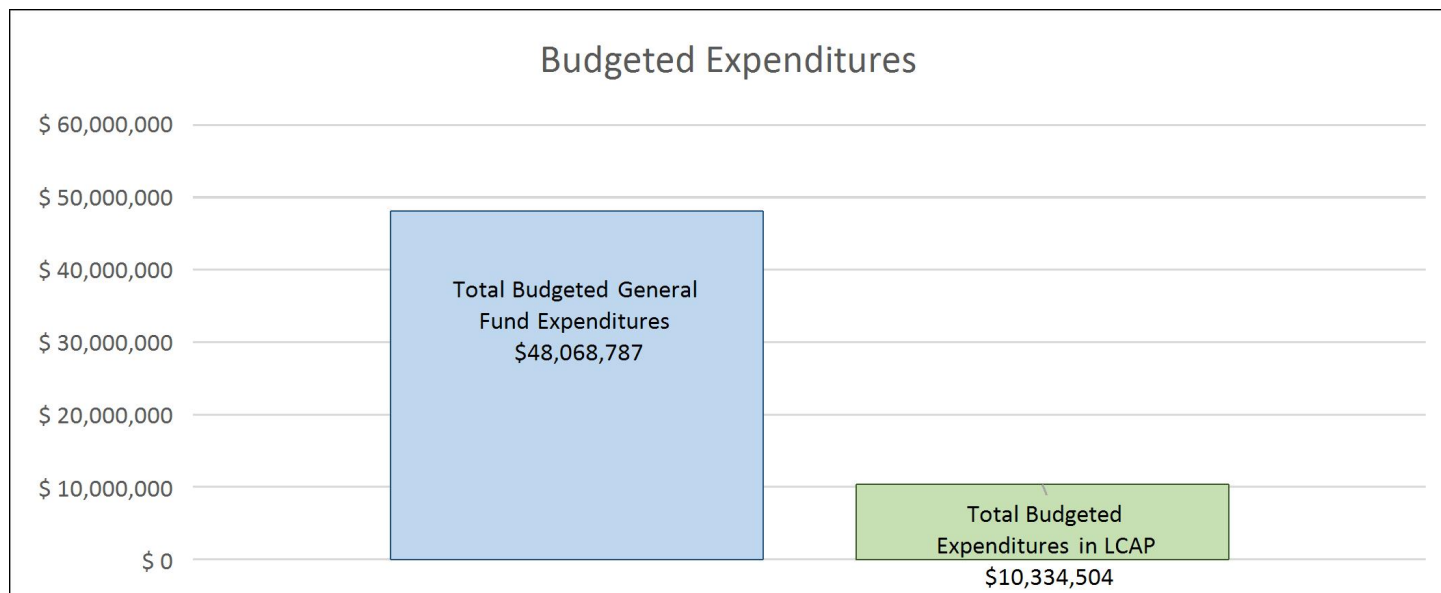


This chart shows the total general purpose revenue Albany City Unified School District expects to receive in the coming year from all sources.

The total revenue projected for Albany City Unified School District is \$47,046,448, of which \$32,751,354 is Local Control Funding Formula (LCFF), \$5,532,766 is other state funds, \$7,780,960 is local funds, and \$981,368 is federal funds. Of the \$32,751,354 in LCFF Funds, \$1,836,608 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Albany City Unified School District plans to spend for 2019-20. It shows how much of the total is tied to planned actions and services in the LCAP.

Albany City Unified School District plans to spend \$48,068,787 for the 2019-20 school year. Of that amount, \$10,334,504 is tied to actions/services in the LCAP and \$37,734,283 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

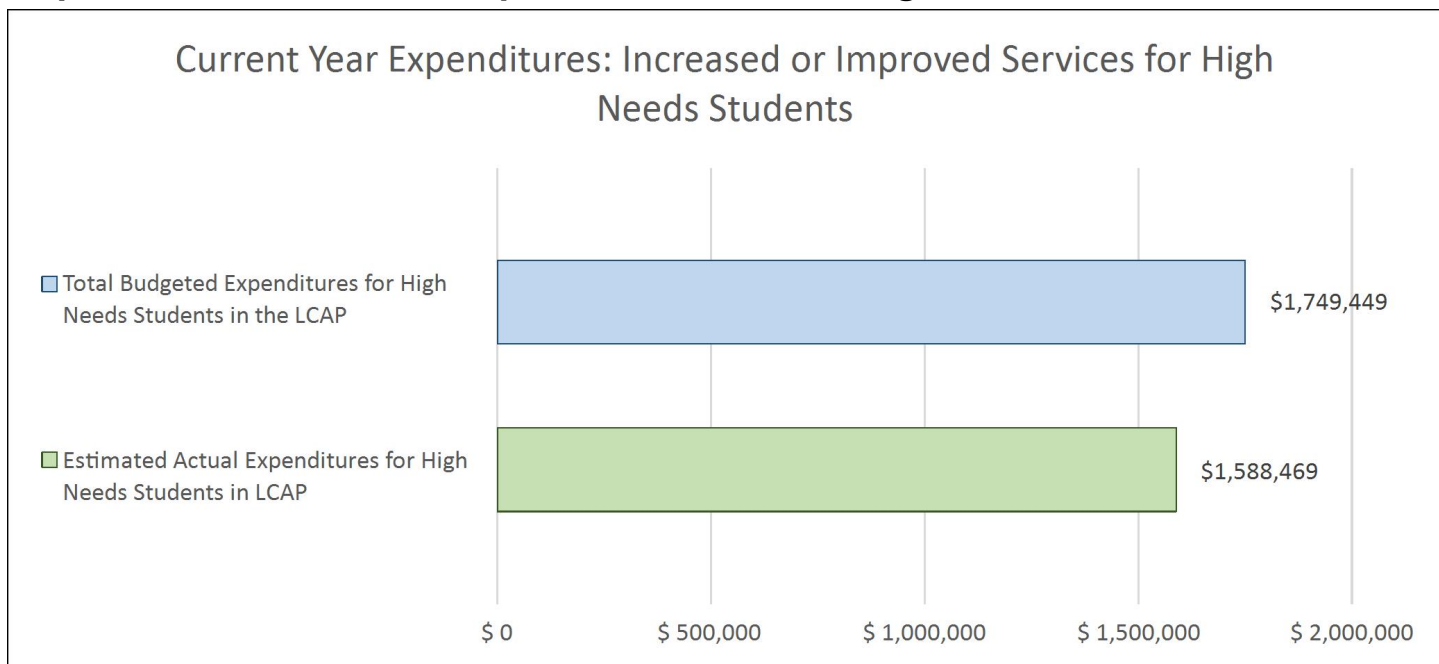
General fund budget expenditures for the LCAP year not included in the LCAP include the following core programs: certificated and classified staffing, administrative staffing, and general operating expenditures, including utilities, materials & supplies, insurance & legal fees. The Budget can be found under Fiscal Reports on the website of the District: <http://www.ausdk12.org>

Increased or Improved Services for High Needs Students in 2019-20

In 2019-20, Albany City Unified School District is projecting it will receive \$1,836,608 based on the enrollment of foster youth, English learner, and low-income students. Albany City Unified School District must demonstrate the planned actions and services will increase or improve services for high needs students compared to the services all students receive in proportion to the increased funding it receives for high needs students. In the LCAP, Albany City Unified School District plans to spend \$1,836,608 on actions to meet this requirement.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2018-19



This chart compares what Albany City Unified School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Albany City Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2018-19, Albany City Unified School District's LCAP budgeted \$1,749,449 for planned actions to increase or improve services for high needs students. Albany City Unified School District estimates that it will actually spend \$1,588,469 for actions to increase or improve services for high needs students in 2018-19.

The difference between the budgeted and actual expenditures of \$-160,980 had the following impact on Albany City Unified School District's ability to increase or improve services for high needs students: The District allocated funds to purchase instructional materials aligned to the ELA/ELD Framework; however, the District was unable to expend all allocated funds during 2018-2019. The direct impact to students was minimal as English learners had access to instructional materials during the school year. The District will implement this action during the 2019-2020 school year.

The District allocated funds to implement community recommendations related to improving school climate. The direct impact to students was minimal as funds were expended in two related LCAP Actions (1.1.4 and 2.4.6) to provide support for a number of school-climate initiatives. The District will expend all funds associated with this action during the 2019-2020 school year.

The District allocated funds to retain clerical staff in the Curriculum, Assessment and Instruction Department. This position was vacated in December and was not filled for the remainder of the school year due to the District's structural deficit. The direct impact to students was minimal.

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2019-20



Local Control Accountability Plan and Annual Update (LCAP) Template

[Addendum](#): General instructions & regulatory requirements.

[Appendix A](#): Priorities 5 and 6 Rate Calculations

[Appendix B](#): Guiding Questions: Use as prompts (not limits)

[California School Dashboard](#): Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name

Albany City Unified School District

Contact Name and Title

Marie Williams
Assistant Superintendent
Educational Services

Email and Phone

mwilliams@ausdk12.org
510-558-3750

2017-20 Plan Summary

The Story

Describe the students and community and how the LEA serves them.

In the current year, 2018-2019, Albany Unified School District serves approximately 3682 students in Transitional Kindergarten through 12th grades (as reported on Data Quest). Of the District's total enrollment, 21.1% of students are identified as socioeconomically disadvantaged, 16% are English learners, and less than 1% are foster youth.

The student enrollment by ethnicity (as reported in Data Quest) is as follows:

3682 total number of students:

16.1% Hispanic or Latino

31.6% White (Non-Hispanic)

0.1% American-Indian

28.9% Asian

0.2% Pacific Islander

1.3% Filipino

3% Black/African-American
 13.9% Two or More Races
 5.1% Not Reported

Albany Community

The city of Albany is primarily urban residential, located at the north end of Alameda County. For a small town of 18,539 Albany has quite a diverse population. This is due in part to its proximity to UC Berkeley and the fact that University Village, the family housing complex of 974 apartments, is located within the Albany city limits. According to the 2010 census, Albany's population consists of 54.6% white, 31.2% Asian, 10.2% Hispanic, 3.5% African American. Thirty-two percent of Albany residents are foreign born. In addition, 67.6% of residents hold managerial or professional employment and 69% have completed a bachelor's or graduate degree. The median household income is \$71,994, and the median home price in Albany as of 06/2017 was \$963,600. Real estate values in Albany are higher than in some surrounding areas in large part due to the school district's reputation. Many families are attracted to Albany because of its strong community support for education, as evidenced by the generous contributions made from non-profit fundraising agencies Albany Education Foundation, Albany Music Foundation, School CARE, Albany Athletics Boosters, and the five Parent Teacher Associations.

Albany Unified School District

Within the Albany Unified School District there are three elementary schools, one early childhood development center, one middle school, one comprehensive high school and one continuation high school. Albany High School (AHS) serves approximately 1168 students in grades nine to twelve. MacGregor High School is the District's continuation high school and serves approximately eight students with a primary enrollment of MacGregor High School. The notion of AHS as a comprehensive high school is expanded by the inclusion of MacGregor's programs and services. Albany Middle School serves approximately 862 students in grades 6, 7, and 8. Cornell Elementary, Marin Elementary, and Ocean View Elementary schools serve students in grades Transitional Kindergarten through Five. The Albany Children's Center serves approximately 75 pre-school students between the ages of 3 and 5.

The District aligns actions, services and expenditures to three overarching strategic District goals:

- 1) Assess & Increase Academic Success
- 2) Support the Whole Child
- 3) Communicate and Lead Together

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

The Albany Unified School District LCAP features three overarching goals:

Goal #1: 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.

Goal #2: 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.

Goals #3: All stakeholders will collaborate and communicate about decisions that guide the sites and district.

All of the LCAP outcomes, metrics, actions, and expenditures are tied to one of these three goals.

In goal #1, the District demonstrates a strong commitment to providing students a wide-array of core academic and elective programs. Overall student achievement is high; however, we need to continue to work on ensuring equitable academic outcomes for students from historically underserved populations by strengthening our approach to differentiated and culturally-responsive instruction.

In goal #2, the District demonstrates a strong commitment to providing students with counseling, mental health, and social services so that they can learn in a safe and healthy school climate. Overall response rates on the most recent CA Healthy Kids survey, indicate a safe and healthy climate. However, there is an ongoing need to improve our efforts at teaching students to be respectful and inclusive of other people who are different from themselves.

In goal #3, the District demonstrates a strong commitment to engaging the community. In addition, the District is making progress on bond-measure funded projects that will alleviate over-crowded facilities and provide more modern learning environments. The District continues to engage staff and community members in the development of more inclusive and culturally-responsive practices.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

Greatest Progress

The following is a review of school district performance on state indicators as reported on the California School Dashboard.

IMPLEMENTATION OF ACADEMIC STANDARDS and INSTRUCTIONAL MATERIALS (State Priority 2)

The District has adopted TK-12 grade standards-aligned mathematics instructional materials, NGSS aligned course pathways for students in grades 6-12, and English language arts writing and reading instructional materials for grades TK-5. The District is proud to have made such significant progress in adopting standards-aligned instructional materials and is particularly proud of the manner in which decisions were made collaboratively with the input of all stakeholders and driven by teacher leaders.

As reported on the California School Dashboard, the average score on Smarter Balanced Summative assessments is 57.5 points above the minimum score needed to meet standards in English language arts and 41.2 points above the minimum score needed to meet standards in mathematics.

Next steps include reviewing and adopting new English Language Arts/English Language Development materials in grades TK-5, reviewing and adopting new Next Generation Science Standards-aligned materials in TK-5 and grades 6-8, and updating History/Social Science materials in grades TK-12 to align with the newly adopted History/Social Science Framework. The District will

continue to support the implementation of standards-aligned curriculum by allocating resources for professional development and teacher collaboration.

PARENT ENGAGEMENT (State Priority 3)

Overall parent participation is high. All schools have active Parent-Teacher Associations. The Black Parent Advisory Group and Latino Parent Engagement Group (Latinas Familias) have active programs that involve parents in matters related to student achievement and the recognition of culture, ethnicity, and diversity. Both groups meet regularly and host events to which the entire community is invited (e.x. Welcome Back to School Breakfast, LatinX Graduation, Black Graduation, and guest speakers). Parents are also engaged in the District's English Learner Advisory Committee (DELAC), LCAP Advisory Committee, Board Policy Committee, and Budget Advisory Committee. In general, committees include representation of the diverse students who attend AUSD schools: English learners, students with disabilities, students of color, and students who are economically disadvantaged.

- Data from the California Schools Parent Survey, administered in 2017-2018 and 2018-2019, indicate the following:

80% of parents agreed or strongly agreed that the schools allow input and welcome parent contributions; 67% of parents agreed or strongly agreed that the schools actively seek the input of parents before making important decisions; and 87% of parents agreed or strongly agreed that they feel welcome to participate at their child's school.

The District will continue to support the active engagement and involvement of parents through various parent engagement groups. The District will also explore additional formal and informal methods for regularly soliciting feedback from parents in order to support activities that best meet their needs.

SCHOOL CLIMATE (State Priority 5)

The District has focused on equity, inclusion and social justice by providing professional development in the areas of culturally responsive teaching, trauma-informed practices, and restorative justice. The District has also continued to implement its social emotional learning and social justice competencies through professional development, family communication and student exposure and engagement. Albany Middle School and Albany High School revised their behavior matrices in order to move away from solely punitive discipline strategies.

- As reported on the California School Dashboard, the suspension rate declined by 1.1% to 2.1% in 2018.
- Data from the 2018 administration of the California Healthy Kids survey indicate the following: 84% of 5th graders reported feeling part of the school all or most of the time; 69% of 7th graders, 58% of 9th graders, and 47% of 11th graders strongly agreed or agreed that they felt like part of the school; 61% of 5th graders indicated feeling close to people at school all or most of time; 69% of 7th graders, 67% of 9th graders, and 57% of 11th graders agreed or strongly agreed that they felt close to people at their school; 92% of students in grade 5 indicated they feel safe all or most of the time; and 71% of students in grade 7, 63% of students in grade 9, and 60% of students in grade 11 strongly agreed or agreed with the statement that they feel safe at their school.

The District will continue its focus on equity, inclusion and respect for diversity through professional development and continued implementation of social emotional learning and social justice competencies.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

Greatest Needs

The Albany Unified School District achieved high achievement levels in all state indicators (color-coded rating of green) on the California School Dashboard with the exception of chronic absenteeism which received an overall color-coded rating of orange.

CHRONIC ABSENTEEISM

Overall, the chronic absenteeism rate, as measured on the California School Dashboard received a color-coded rating of orange.

- The overall chronic absenteeism rate for 2017-2018 was 5.4%. This is an increase of 2.2 percentage points from the year prior.
- All student groups experienced an increase in chronic absenteeism rates with the exception of African American students.
- Students with disabilities have the highest rates of chronic absenteeism and received a color-coded rating of red on the Fall 2018 California School Dashboard.
- English learners, Filipino, Hispanic, Socioeconomically Disadvantaged, and students identified as Two or More Races received a color-coded rating of orange.
- White and Asian students received a color-coded rating of yellow.
- African American students received a color-coded rating of green.

Next Steps = The District will continue to provide a robust attendance reporting and intervention program and will provide targeted communication, intervention and counseling/support services to students at risk of becoming identified as chronically absent. These actions are outlined specifically in Goal 2 (Actions 2.1.1, 2.1.2, and 2.1.3).

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

Performance Gaps

ACADEMIC PERFORMANCE (Grades 3-8 & 11)

Overall, the performance of students on the English language arts summative assessment, as reported on the California School Dashboard, received a color-coded rating of green.

- For students with disabilities, performance on the English language arts summative assessment received a color-coded rating of orange. Students with disabilities scored an average of 35.9 points below distance from standard (standard met), and their performance declined by 12 points from the prior reporting period.

- For African American students, performance on the English language arts summative assessment was low and received a color-coded rating of orange. African American students scored an average of 9.6 points below distance from standard (standard met), and their performance declined by 21.8 points from the prior reporting period.

Next Steps = The District will provide professional development in the area of culturally responsive teaching and practices and will allocate resources for students in need of academic intervention. These steps are outlined in Goal 1 (Actions 1.1.4; 1.2.1; 1.2.2 , 1.2.3 and 1.2.4).

Overall, the performance of students on the mathematics summative assessment, as reported on the California School Dashboard, received a color-coded rating of green.

- For students with disabilities, performance on the mathematics summative assessment was medium and received a color-coded rating of orange. Students with disabilities scored an average of 55.7 points below distance from standard (standard met) and their performance declined 12.3 points from the prior reporting period.
- For African American students, performance on the mathematics summative assessment was medium and received a color-coded rating of orange. African American students scored an average of 41.4 points below distance from standard (standard met) and their performance declined by 18.3 points from the prior reporting period.

Next Steps = The District will provide professional development in the area of culturally responsive teaching and practices and will allocate resources for students in need of academic intervention. These steps are outlined in Goal 1 (Actions 1.1.4; 1.2.1; 1.2.2, 1.2.3 and 1.2.4).

Overall, the performance of students on the College/Career Indicator, as reported on the California School Dashboard, received a color-coded rating of green.

- For students identified as socioeconomically disadvantaged, performance on the College/Career Indicator received a color-coded rating of orange. The percentage of socioeconomically disadvantaged students meeting the college/career indicator was 48.4% and declined 4.6 percentage points from the prior reporting period.

Next Steps = The District will allocate staffing for Advanced Placement and Career Technical Education courses; allocate resources for students in need of academic intervention; provide counseling services; and provide mentoring services. These steps are outlined in Goal 1 (Actions 1.2.2, 1.2.3, 1.2.4, 1.5.1, 1.6.1) and Goal 2 (Actions 2.2.1, 2.2.2, 2.7.1, and 2.7.2).

ACADEMIC ENGAGEMENT

Overall, the graduation rate for all students, as reported on the California School Dashboard, was 92.5% and received a color-coded rating of green.

- For students identified as socioeconomically disadvantaged, the graduation rate was 89.2% (a decline of 2.3% from the year prior) and received a color-coded rating of orange.

Next Steps = The District will allocate resources for students in need of academic intervention; provide counseling services; provide mentoring services; and engage parents. These steps are outlined in Goal 1 (Actions 1.2.2, 1.2.3, 1.2.4, 1.5.1, 1.6.1), Goal 2 (Actions 2.2.1, 2.2.2, 2.7.1, 2.7.2) and Goal 3 (Action 3.1.1).

CONDITIONS AND CLIMATE

Overall, the suspension rate for all students, as reported on the California School Dashboard, was 2.1% (a decline of 1.1% from the year prior) and received a color-coded rating of green.

- For students identified as Two or More Races, the suspension rate was 2.8% (an increase of 0.7% from the year prior) and received a color-coded rating of orange.

Next Steps = The District will allocate resources for students in need of academic intervention; will provide counseling services; and will provide mentoring services. These steps are outlined in Goal 1 (Actions 1.2.2, 1.2.3, 1.2.4) and Goal 2 (Actions 2.2.1, 2.2.2, 2.7.1, and 2.7.2).

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

Schools Identified

Identify the schools within the LEA that have been identified for CSI.

NA

Support for Identified Schools

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

NA

Monitoring and Evaluating Effectiveness

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

NA

Annual Update

LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA’s goals from the prior year LCAP. Duplicate the table as needed.

Goal 1

Goal #1: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment and academic growth so that all students will reach their fullest potential.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
 Priority 2: State Standards (Conditions of Learning)
 Priority 4: Pupil Achievement (Pupil Outcomes)
 Priority 7: Course Access (Conditions of Learning)
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities: Strategic Plan #1 “Assessing and Increasing Student Success” AUSD Single Plans for Student Achievement AHS
 W.A.S.C. Plan, Goal #2

Annual Measurable Outcomes

Expected

Actual

Metric/Indicator

State Priority/Metric 1a. Appropriately Credentialed Teachers, as measured by a review of valid CA credentials correlated to classroom assignments

18-19

The District will maintain that 99-100% of the students in the District have teachers who are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching.

The District will maintain that 100% of the students have access to highly-qualified and fully credentialed, and well-compensated Teachers, Administrators, full-time librarians, Teaching Specialists in Literacy and Language Development, and for those students who qualify, Teachers of Special Education.

99% of students in the District had access to teachers that were appropriately assigned and fully credentialed in the subject area and for the pupils they were teaching. There was one teacher misassignment in the District.

100% of the students had access to highly-qualified and fully credentialed, and well-compensated Teachers, Administrators, full-time librarians, Teaching Specialists in Literacy and Language Development, and for those students who qualify, Teachers of Special Education.

The District met its goal.

Expected

Baseline

State Priority/Metric 1a.

2016-2017: 99% of the students in the district have teachers who are highly qualified, fully credentialed, and appropriately assigned in the subject area and for the pupils they are teaching.

2016-2017: 100% of the students have access to highly qualified and fully credentialed Administrators, credentialed librarians, Teaching Specialists in Literacy and Language Development, Teachers of Special Education, and highly qualified Secretaries.

Metric/Indicator

State Priority/Metric 1b. Instructional Materials as measured by annual inventory checks and adoption cycles.

18-19

100% of our TK-12 Students will have access to board-adopted, Common Core State Standards-aligned instructional materials in Mathematics.

100% of our TK-12 students will have access to board-adopted, Common Core State Standards-aligned instructional materials in English-Language Arts.

100% of our TK-12 students will have access to some supplementary instructional materials that are aligned to the Next Generation Science Standards. (The CA State NGSS Transition Plan projects that NGSS-aligned materials will be available for review in 2018.)

The ratio of computer-to-student devices in grades 3-12 will be maintained at approximately 2 devices for every 5 students.

Baseline

2015-16: 100% of our TK-5 Students have access to Common Core State Standards-aligned instructional materials in Mathematics.

2015-2016: 100% of our K-8 students have access to Common Core State Standards-aligned instructional materials in Writing. 0% of our K-6 students have access to Common Core State Standards-aligned instructional materials in Reading/Language Arts.

2015-16: 0% of our TK-12 students have access to Next Generation Science Standards-aligned instructional materials in Science.

Actual

100% of our TK-12 Students had access to board-adopted, California State Standards-aligned instructional materials in Mathematics.

100% of our TK-12 students had access to board-adopted, California State Standards-aligned instructional materials in English-Language Arts.

100% of our TK-12 students had access to supplementary instructional materials that are aligned to the Next Generation Science Standards.

The ratio of computer-to-student devices in grades 3-12 was maintained at approximately 2 devices for every 5 students.

The District met its goal.

Expected

100% of students in grades 6-12 had access to NGSS-aligned instructional materials.

2016-17: 100% of our 6-10 students have access to Common Core State Standards-aligned instructional materials in Mathematics. (We are in a year-by-year transition plan to carry the Algebra/Geometry/Algebra II mathematics program forward for those students who began that pathway. Hence, each year, we add the next year's version of the new Integrated Math program.)

2015-16: The ratio of student-to-computer devices in 3rd through 12th grades is 2 devices to every 5 students.

Metric/Indicator

State Priority/Metric 2a: State Standards Implementation for core content areas, as measured by curriculum adoptions and professional development activities.

18-19

100% of the students in grades TK-12 will have access to CA State Standards in Math, English, and Science as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.

~50% of the students in grades TK-12 will have access to the newly adopted Next Generation Science Standards as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.

Baseline

2015-16: 100% of our students in grades TK-9 have access to CA State Standards in Math as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.

2015-16: Approximately 50% of our students have access to CA State Standards in Science.

Metric/Indicator

Actual

100% of the students in grades TK-12 had access to California State Standards in Math, English, and Science as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.

~50% of the students in grades TK-12 (grades 6-12) had access to the newly adopted Next Generation Science Standards as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.

The District met its goal.

100% of our English Language Learner students identified as Beginners, Early Intermediates, and Intermediates were provided with sheltered instructional services.

Expected

State Priority/Metric 2b: State Standards Implementation for English Language Development, as measured by curriculum adoptions, professional development activities, and specialized programs.

18-19

100% of our English Language Learner students who are identified as Beginners, Early Intermediates, and Intermediates will be provided with sheltered instructional services.

100% of our English Language Learners who are identified as Early Advanced and Advanced are provided with access to core and elective programs with ongoing monitoring by an English Language Development specialist teacher.

Baseline

2015-16: 100% of our English Language Learner students who are identified as Beginners, Early Intermediates, and Intermediates are provided with sheltered instructional services.

100% of our English Language Learners who are identified as Early Advanced and Advanced are provided with access to core and elective programs with ongoing monitoring by an English Language Development specialist teacher.

Metric/Indicator

4a. Statewide Assessments, English and Math as measured by 3rd-8th grade performance on the Smarter Balanced Assessments.

18-19

In the 2017 administration of the Smarter Balanced Summative Assessment 78% of the students in grades 3-8 & 11 met or exceeded standards in English and 73% of the students in grades 3-8 & 11 met or exceeded standards in Math. The percentage of students meeting and exceeding standards will increase by five percentage points each year.

Baseline

2015-16: Overall, 72% of our students met or exceeded standards in English Language Arts/Literacy and 69% met or exceeded standards in Mathematics.

Metric/Indicator

4a. Statewide Assessments, Science as measured by the upcoming assessments, aligned to the Next Generation Science Standards and administered in grades 5, 8, and 10.

Actual

100% of our English Language Learners identified as Early Advanced and Advanced were provided with access to core and elective programs with ongoing monitoring by an English Language Development specialist teacher.

The District met its goal.

76% of students in grades 3-8 & 11 met or exceeded standards in English language arts.
69% of students in grades 3-8 & 11 met or exceeded standards in mathematics.

The District did not meet its goal of increasing Smarter Balanced Summative Assessment performance by five percentage points from the year prior.

The California Science Test results will be available in July 2019.

Expected

18-19

California Science Test will be operational in 2018-2019. Results from the 2019 assessment will be used to establish a baseline.

Baseline

There are no baseline assessment results available because the new assessments are being piloted and no results will be published.

Metric/Indicator

4c. Percentage of pupils completing UC/CSU requirements as measured by an analysis of the transcripts of the graduating 12th grade students.

18-19

2018-19: Approximately 65% of high school students will successfully complete the requirements for CSU and UC entrance.

Baseline

2014-15: 59% of students successfully completed the requirements for CSU and UC entrance.

Metric/Indicator

4d. English Language Learner Progress as measured by the CA English Language Development Test (CELDT) and the soon to be implemented CA English Language Proficiency Assessment for California (ELPAC)

18-19

95% of EL students will make progress learning English. 99%-100% of students who will have been enrolled in Albany schools for 5 years or more will attain English proficiency.

Baseline

2014-15: 83% of EL students made progress learning English.

Metric/Indicator

4e. English Language Learner Reclassification Rate as measured by the CA English Language Development Test (CELDT) and the upcoming "CA English Language Proficiency Assessment for California (ELPAC)," other local assessments, and staff recommendations.

18-19

65% of our EL students who will have been in US schools less than 5 years will attain English proficiency.

90% of our EL students who will have been in US schools for 5 years or more will attain English proficiency.

Actual

Data from California Department of Education's College and Career Indicator Data File indicates that 62% of high school students successfully completed the requirements for California State University (CSU) and University of California (UC) entrance.

The District did not meet its goal of 65% of high school graduates successfully completing the requirements for CSU and UC entrance.

The English Learner Progress Indicator (ELPI) was suspended for 2018 due to a transition to a new English learner test (English Learner Proficiency Assessments for California). A second year of ELPAC summative assessment results will be available in summer 2019 and information regarding English learners making progress will be available on the 2019 California School Dashboard.

84% of students enrolled in Albany schools for 5 years or more attained English proficiency.

The District met its goal.

24% of our EL students who will have been in US schools less than 5 years attained English proficiency.

82% of our EL students who will have been in US schools for 5 years or more attained English proficiency.

The District did not meet its goal.

Expected

Baseline

2014-15: 54% of our EL students who had been in US schools less than 5 years attained English proficiency.

85% of our ELs who had been in US schools for 5 years or more attained English proficiency.

Metric/Indicator

4f. Advanced Placement Exam Passage rates, as measure by the results published by the College Board.

18-19

We will maintain that approximately 45% of the high school's total 11th-12th grade enrollment will be enrolled in at least one AP class.

We will maintain that approximately 80% of AP exams will score at 3 or better.

Baseline

2015-2016: 47% (277/ 587) 11th and 12th grader students enrolled in at least one AP course.

2015-2016: 85% of AP exams scored a 3 or better.

Metric/Indicator

4f. Advanced Placement Enrollment statistics for under represented groups, as measured by counting the number of 11th and 12th grade students who identify as African American/Black or Hispanic/Latino, including those who identify as multi-ethnic, and who are enrolled in AP coursework.

18-19

We will continue to address the underrepresentation of African American/Black and Hispanic/Latino students in AP coursework. We will increase enrollment counts for these two groups by approximately one to five percentage points.

Baseline

Advanced Placement Enrollment statistics for under represented groups 2014-2015:

39.62% (21 of 53) of African American/Black students enrolled in AP coursework

36.24% (54 of 149) of Hispanic/Latino students enrolled in AP coursework

Actual

65.36% of the high school's total 11th-12th grade enrollment enrolled in at least one AP class.

Approximately 80% of AP exams taken in 2017-2018 scored at 3 or better.

Advanced Placement examination results for 2018-2019 will be available in July 2019.

The District met its goal.

41.67% (30 of 72) Black/African American students enrolled in at least one Advanced Placement course.

41.58% (84 of 202) Hispanic/Latino students were enrolled in at least one Advanced Placement course.

The District met its goal of increasing the percentage of Black/African American and Hispanic/Latino students enrolled in at least one Advanced Placement course.

Expected

2015-2016:
54.54% (24 of 44) of African American/Black students enrolled in AP coursework
35% (49 of 140) of Hispanic/Latino students enrolled in AP coursework

2016-2017:
68.29% (28 of 41) of African American/Black students enrolled in AP coursework
29.14% (44 of 151) of Hispanic/Latino students enrolled in AP coursework

Metric/Indicator

4g. Early Assessment Program, as measured by 11th grade student performance on the Smarter Balanced Assessments in English and Math.

18-19

We are projecting at least 75% of students to meet or exceed standards in both English and Math.

Baseline

2015-2016 English:
60% of students exceeded standards, which translates to "Ready"
24% of students met standards, which translates to "Conditionally Ready."

2015-2016 Mathematics:
46% of students exceeded standards, which translates to "Ready"
30% of students met standards, which translates to "Conditionally Ready."

Metric/Indicator

7a: Broad Course of study, as measured by middle and high school student access to core classes and elective offerings.

18-19

100% of our 6-8th Grade students will continue to have access to five core subject classes (English, Math, History, Science, and Physical Education) and up to two elective/enrichment classes.

100% of our 9th-12th Grade students will continue to have access to all University of California "a-g subject course requirements," and up two elective/enrichment courses per semester term.

Baseline

Actual

42% of 11th grade students exceeded standards in English language arts, which translates to "Ready"
30% of 11th grade students met standards in English language arts, which translates to "Conditionally Ready."

44% of 11th grade students exceeded standards in mathematics, which translates to "Ready"
25% of 11th grade students met standards in mathematics, which translates to "Conditionally Ready."

The District did not meet its goal of ensuring 75% of 11th grade students met or exceeded standards in both English language arts and mathematics.

100% of our 6-8th Grade students had access to five core subject classes (English, Math, History, Science, and Physical Education) and up to two elective/enrichment classes.

100% of our 9th-12th Grade students had access to all University of California "a-g subject course requirements," and up two elective/enrichment courses per semester term.

The District met its goal.

Expected

100% of our 6-8th Grade students have access to five core subject classes (English, Math, History, Science, and Physical Education) and up to two elective/enrichment classes.

100% of our 9th-12th Grade students have access to all University of California "a-g subject course requirements," and up two elective/enrichment courses per semester term.

Metric/Indicator

7b: Programs and services developed and provided to English Language Learners, Low-Socioeconomic, and Foster Youth, as measured by student access to specialized services.

18-19

100% of our students in K-12th grades identified through the English Learner Proficiency Assessments for California as Beginner, Early Intermediate, and Intermediate will continue to be provided with additional specialized services appropriate to their needs.

Baseline

100% of our students in K-12th grades identified through the CELDT as Beginner, Early Intermediate, and Intermediate are provided with additional specialized services appropriate to their needs.

Metric/Indicator

7c: Programs and services developed and provided to individuals with exceptional needs, as measured by student access to Special Education and 504 plan assessment and instructional services.

18-19

100% of our students in TK-12th grade identified through the Special Education or 504 assessment processes will continue to be provided with additional specialized services, modifications, and/or accommodations appropriate to their needs.

Baseline

100% of our students in TK-12th grade identified through the Special Education or 504 assessment processes are provided with additional specialized services, modifications, and/or accommodations appropriate to their needs.

Metric/Indicator

State Priority/Metric 8: Other Student Outcomes, as measured by completing a multi-disciplinary project; the 8th grade "I-SEARCH program and the 9th grade "Renewal Debate" program.

Actual

100% of our students in K-12th grades identified through the English Learner Proficiency Assessments for California as Beginner, Early Intermediate, and Intermediate were provided with additional specialized services appropriate to their needs.

The District met its goal.

100% of our students in TK-12th grade identified through the Special Education or 504 assessment processes were provided with additional specialized services, modifications, and/or accommodations appropriate to their needs.

The District met its goal.

99% of our 8th Grade Students (~300) successfully completed a multi-disciplinary, extended learning project (also known as the "I-Search").

99% of our 9th Grade Students (~300) successfully completed a multi-disciplinary, extended learning project (also known as the "Debate Project").

Expected

18-19

We will maintain that 98% of our 8th Grade Students (~300) will successfully complete a multi-disciplinary, extended learning project (also known as the “I-Search”).

We will maintain that 97% of our 9th Grade Students (~300) will successfully complete a multi-disciplinary, extended learning project (also known as the “Debate Project”).

Baseline

2016-2017 (99)% of 8th grade students successfully completed a multi-disciplinary, extended learning project (also known as the “I-Search”).

2016-2017 96% of our 9th Grade Students successfully completed a multi-disciplinary, extended learning project (also known as the “Debate Project”).

Actual

The District met its goal.

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 1.1: We will implement the California Standards in English, English Language Development, Math, Science, and History/Social Studies. We will review and adopt California Standards-based curriculum materials.	Action 1.1: We implemented the California Standards in English, English Language Development, Math, Science, and History/Social Studies. We reviewed and adopted California Standards-based curriculum materials.	1000-1999: Certificated Personnel Salaries Base \$616,337	1000-1999: Certificated Personnel Salaries Base \$620,317
		3000-3999: Employee Benefits Base \$176,624	3000-3999: Employee Benefits Base \$180,592
		4000-4999: Books And Supplies Parcel Tax \$25,000	4000-4999: Books And Supplies Parcel Tax \$57,612
		5000-5999: Services And Other Operating Expenditures Supplemental \$32,000	5000-5999: Services And Other Operating Expenditures Supplemental \$25,164
Services: 1.1.1 We will staff, train, and support 3 FTE TK-5 Teachers on Special Assignment to provide coaching and to facilitate planning and collaboration with staff. We	Services: 1.1.1 We staffed, trained, and supported 3 FTE TK-5 Teachers on Special Assignment to provide coaching and facilitate planning and collaboration with staff. We		

will staff, train, and support 0.2 FTE Secondary Teachers on Special Assignment to facilitate school climate initiatives.

1.1.2 We will collaboratively plan professional development to include district-wide professional development days and Wednesday collaboration time.

1.1.3 We will support the newly adopted materials for reading and language arts in grades TK-5.

1.1.4 We will provide professional development in Culturally Responsive Teaching and Practices.

staffed, trained, and supported 0.2 FTE Secondary Teachers on Special Assignment to facilitate school climate initiatives at Albany High School.

1.1.2 We collaboratively planned professional development to include district-wide professional development days and Wednesday collaboration time.

1.1.3 We supported the newly adopted materials for reading and language arts in grades TK-5.

1.1.4 We provided professional development in Culturally Responsive Teaching and Practices.

4000-4999: Books And Supplies Supplemental \$138

1000-1999: Certificated Personnel Salaries Supplemental \$76,000

1000-1999: Certificated Personnel Salaries Supplemental \$76,000

3000-3999: Employee Benefits Supplemental \$22,251

3000-3999: Employee Benefits Supplemental \$22,251

Action 2

Planned Actions/Services

Action 1.2: We will provide academic intervention for students who struggle in English and Math and are identified according to need using standards-based assessments and those who are identified are unduplicated pupils. This is also a strategy to address performance gaps for English Language Learners and students from low-socioeconomic backgrounds.

Services:
1.2.1 We will staff Intervention Specialists (4.77 FTE) to provide

Actual Actions/Services

Action 1.2: We provided academic intervention for students who struggle in English and Math and are identified according to need using standards-based assessments and those who are identified are unduplicated pupils. This was also a strategy to address performance gaps for English Language Learners and students from low-socioeconomic backgrounds.

Services:
1.2.1 We staffed Intervention Specialists (4.77 FTE) to provide

Budgeted Expenditures

Estimated Actual Expenditures

1000-1999: Certificated Personnel Salaries Supplemental \$397,139

1000-1999: Certificated Personnel Salaries Supplemental \$389,761

1000-1999: Certificated Personnel Salaries Title I \$66,187

1000-1999: Certificated Personnel Salaries Title I \$66,186

2000-2999: Classified Personnel Salaries Supplemental \$22,213

2000-2999: Classified Personnel Salaries Supplemental \$26,578

3000-3999: Employee Benefits Supplemental \$214,321

3000-3999: Employee Benefits Supplemental \$163,203

3000-3999: Employee Benefits Title I \$36,493

3000-3999: Employee Benefits Title I \$32,880

research-based instructional strategies.

1.2.2 We will provide course sections of ELA and Math at the Secondary Schools (2.0 FTE) to provide research-based intervention instruction that supports core access to ELA and Math Standards.

1.2.3 We will provide the FLEX Program to offer mentoring, intervention, and tutoring to students in High School who struggle to meet CA State Standards.

research-based instructional strategies. We allocated Supplemental funding to elementary sites to provide intervention to students nearly meeting and not meeting standards on the mathematics Smarter Balanced Summative assessment.

1.2.2 We provided course sections of English language arts and mathematics at the Albany Middle School and Albany High School (2.0 FTE) to provide research-based intervention instruction that supports core access to California State Standards.

1.2.3 We provided the FLEX Program to offer mentoring, intervention, and tutoring to students at Albany High and MacGregor High Schools who struggle to meet California State Standards.

4000-4999: Books And Supplies Supplemental \$14,364

4000-4999: Books And Supplies Title I \$12,653

4000-4999: Books And Supplies Supplemental \$11,479

1000-1999: Certificated Personnel Salaries CA Standards One-Time Allocation \$6,059

3000-3999: Employee Benefits CA Standards One-Time Allocation \$1,282

2000-2999: Classified Personnel Salaries CA Standards One-Time Allocation \$1,651

4000-4999: Books And Supplies CA Standards One-Time Allocation \$191

Action 3

Planned Actions/Services

Action 1.3: We will provide English Language Development Programs for students who are identified as English Learners.

Services:
1.3.1: We will staff English Language Development Specialists (7.4 FTE) TK-12.

Actual Actions/Services

Action 1.3: We provided English Language Development Programs for students who are identified as English learners.

Services:
1.3.1: We staffed English Language Development Specialists (7.4 FTE) TK-12.

Budgeted Expenditures

1000-1999: Certificated Personnel Salaries Supplemental \$468,759

1000-1999: Certificated Personnel Salaries Federal Funds \$96,573

3000-3999: Employee Benefits Federal Funds \$45,043

Estimated Actual Expenditures

1000-1999: Certificated Personnel Salaries Supplemental \$438,929

1000-1999: Certificated Personnel Salaries Federal Funds \$96,571

3000-3999: Employee Benefits Federal Funds \$43,952

1.3.2: We will administer the English Language Proficiency Assessments for California (ELPAC) in late summer and/or early in the school year so that instructional services can begin as soon as possible.

1.3.3: We will review and purchase curriculum that is aligned with the new CA English Language Arts/English Language Development Standards and Frameworks.

1.3.4: We will provide Professional Development to ELD and General Education Teachers in the areas of California Standards and Language Development Instructional Strategies.

1.3.5: We will provide a summer “bridge” program for 5th grade English learners who are transitioning to the middle school.

1.3.2: We administered the English Language Proficiency Assessments for California (ELPAC) in order to determine class placement and needed supports for English learners.

1.3.3: We did not review and purchase curriculum aligned with the new CA English Language Arts/English Language Development Standards and Frameworks.

1.3.4: We provided Professional Development to ELD and General Education Teachers in the areas of California State Standards and Language Development instructional strategies.

1.3.5: We provided a summer “bridge” program for 4th and 5th grade English learners transitioning to the middle school.

2000-2999: Classified Personnel Salaries Supplemental \$16,988

3000-3999: Employee Benefits Supplemental \$254,063

1000-1999: Certificated Personnel Salaries Base \$2,800

3000-3999: Employee Benefits Base \$574

4000-4999: Books And Supplies Supplemental \$46,500

4000-4999: Books And Supplies Federal Funds \$4,218

2000-2999: Classified Personnel Salaries Supplemental \$14,349

3000-3999: Employee Benefits Supplemental \$231,651

1000-1999: Certificated Personnel Salaries Base \$3000

3000-3999: Employee Benefits Base \$683

4000-4999: Books And Supplies Supplemental \$20,041

4000-4999: Books And Supplies Base \$4,886

5000-5999: Services And Other Operating Expenditures Supplemental \$1,050

Action 4

Planned Actions/Services

Action 1.4: We will provide project-based, cross-disciplinary extended learning opportunities in our instruction.

Services:
1.4.1: We will provide professional development to teachers on how to provide instruction in research,

Actual Actions/Services

Action 1.4: We provided project-based, cross-disciplinary extended learning opportunities in our instruction.

Services:
1.4.1: We provided professional development to teachers on how to provide instruction in research,

Budgeted Expenditures

4000-4999: Books And Supplies Base \$5,000

Estimated Actual Expenditures

1000-1999: Certificated Personnel Salaries Parcel Tax \$3,102

3000-3999: Employee Benefits Parcel Tax \$495

reading for information, writing informational reports, and writing opinion/argumentative essays.

1.4.2: We will purchase instructional materials and supplies.

reading for information, writing informational reports, and writing opinion/argumentative essays.

1.4.2: We purchased instructional materials and supplies.

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 1.5: We will provide Career Technical Education Programs.	Action 1.5: We provided Career Technical Education Programs.	1000-1999: Certificated Personnel Salaries Base \$67,699	1000-1999: Certificated Personnel Salaries Base \$67,699
Services:	Services:	1000-1999: Certificated Personnel Salaries CCCOE-ROP Funds & LCFF 9-12 Add-On Funds \$210,572	1000-1999: Certificated Personnel Salaries CCCOE-ROP Funds & LCFF 9-12 Add-On Funds \$180,338
1.5.1: We will staff and train teachers (5.0 FTE).	1.5.1: We staffed and trained teachers (5.0 FTE).	1000-1999: Certificated Personnel Salaries Parcel Tax \$102,375	1000-1999: Certificated Personnel Salaries Parcel Tax \$75,405
1.5.2: We will purchase materials and supplies, including specialized equipment.	1.5.2: We purchased materials and supplies, including specialized equipment.	3000-3999: Employee Benefits Base \$35,610	3000-3999: Employee Benefits Base \$36,400
		3000-3999: Employee Benefits CCCOE-ROP Funds & LCFF 9-12 Add-On Funds \$100,216	3000-3999: Employee Benefits CCCOE-ROP Funds & LCFF 9-12 Add-On Funds \$82,409
		3000-3999: Employee Benefits Parcel Tax \$50,851	3000-3999: Employee Benefits Parcel Tax \$38,425
		4000-4999: Books And Supplies CCCOE-ROP Funds & LCFF 9-12 Add-On Funds \$30,000	4000-4999: Books And Supplies CCCOE-ROP Funds & LCFF 9-12 Add-On Funds \$20,705
		6000-6999: Capital Outlay Other \$55,000	6000-6999: Capital Outlay Base \$51,669

Action 6

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Action 1.6: We will provide Advanced Placement Courses in Math, Science, Humanities, and other departments.</p> <p>Services: 1.6.1: We will staff and train teachers.</p>	<p>Action 1.6: We provided Advanced Placement Courses in Math, Science, Humanities, and other departments.</p> <p>Services: 1.6.1: We staffed and trained teachers.</p>	<p>1000-1999: Certificated Personnel Salaries Base \$402,000</p> <p>3000-3999: Employee Benefits Base \$216,795</p>	<p>1000-1999: Certificated Personnel Salaries Base \$433,083</p> <p>3000-3999: Employee Benefits Base \$218,328</p>

Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Action 1.7: We will provide a Visual and Performing Arts (VAPA) program for students in grades K-12.</p> <p>Services: 1.7.1: We will provide music instruction to all students in grades 1-5 and music electives in grades 6-12 (4.55 FTE).</p> <p>1.7.2: We will provide visual arts electives in grades 7-12 (1.5 FTE).</p> <p>1.7.3: We will provide performing arts electives in grades 7-12 (1.5 FTE).</p>	<p>Action 1.7: We provided a Visual and Performing Arts (VAPA) program for students in grades 1-12.</p> <p>Services: 1.7.1: We provided music instruction to all students in grades 1-5 and music electives in grades 6-12 (4.55 FTE).</p> <p>1.7.2: We provided visual arts electives in grades 7-12 (1.5 FTE).</p> <p>1.7.3: We provided performing arts electives in grades 7-12 (1.5 FTE).</p>	<p>1000-1999: Certificated Personnel Salaries Base \$179,744</p> <p>1000-1999: Certificated Personnel Salaries Parcel Tax \$373,746</p> <p>3000-3999: Employee Benefits Base \$81,931</p> <p>3000-3999: Employee Benefits Parcel Tax \$181,472</p>	<p>1000-1999: Certificated Personnel Salaries Base \$194,863</p> <p>1000-1999: Certificated Personnel Salaries Parcel Tax \$359,809</p> <p>3000-3999: Employee Benefits Base \$89,440</p> <p>3000-3999: Employee Benefits Parcel Tax \$157,472</p>

Action 8

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
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Action 1.8: We will provide access to technology for students and staff to support learning and assessment.

Services:
 1.8.1: We will maintain technology staff (4.0 FTE) to update and maintain hardware and software and provide program support districtwide.

1.8.2: We will maintain and refresh current computer devices for student and staff use.

1.8.3 We will provide professional development related to the integration of technology into classroom instruction.

Action 1.8: We provided access to technology for students and staff to support learning and assessment.

Services:
 1.8.1: We maintained technology staff (4.0 FTE) to update and maintain hardware and software and provide program support districtwide.

1.8.2: We maintained and refreshed current computer devices for student and staff use.

1.8.3 We provided professional development related to the integration of technology into classroom instruction.

2000-2999: Classified Personnel Salaries Base \$293,985

3000-3999: Employee Benefits Base \$171,422

4000-4999: Books And Supplies Base \$62,000

5000-5999: Services And Other Operating Expenditures Base \$108,000

5000-5999: Services And Other Operating Expenditures Base \$15,000

5000-5999: Services And Other Operating Expenditures Parcel Tax \$5,000

2000-2999: Classified Personnel Salaries Base \$297,326

3000-3999: Employee Benefits Base \$176,917

4000-4999: Books And Supplies Base \$116,941

5000-5999: Services And Other Operating Expenditures Base \$9,152

1000-1999: Certificated Personnel Salaries Parcel Tax \$405

3000-3999: Employee Benefits Parcel Tax \$83

Action 9

Planned Actions/Services

Action 1.9: We will provide library programs to students and staff to support learning.

Services:
 1.9.1: We will staff fully credentialed librarians (5.0 FTE).

1.9.2: We will staff qualified library technicians (0.65FTE).

Actual Actions/Services

Action 1.9: We provided library programs to students and staff to support learning.

Services:
 1.9.1: We staffed fully credentialed librarians (5.0 FTE).

1.9.2: We staffed qualified library technicians (0.65FTE).

Budgeted Expenditures

1000-1999: Certificated Personnel Salaries Parcel Tax \$429,595

2000-2999: Classified Personnel Salaries Parcel Tax \$17,992

3000-3999: Employee Benefits Parcel Tax \$191,986

Estimated Actual Expenditures

1000-1999: Certificated Personnel Salaries Parcel Tax \$431,559

2000-2999: Classified Personnel Salaries Parcel Tax \$20,921

3000-3999: Employee Benefits Parcel Tax \$200,975

Action 10

Planned

Actual

Budgeted

Estimated Actual

Actions/Services	Actions/Services	Expenditures	Expenditures
Action 1.10 We will attract and retain a highly qualified and diverse staff.	Action 1.10 We attracted and retained a highly qualified and diverse staff.	1000-1999: Certificated Personnel Salaries Title II \$32,000	1000-1999: Certificated Personnel Salaries Title II \$22,874
Services: 1.10.1 We will recruit for positions using multiple strategies for communicating and networking.	Services: 1.10.1 We recruited for positions using multiple strategies for communicating and networking.	3000-3999: Employee Benefits Title II \$6,544	3000-3999: Employee Benefits Title II \$3,638
1.10.2 We will provide a Beginning Teacher Support and Assessment Program (now known as Induction) for teachers who need to clear their preliminary credentials.	1.10.2 We provided an Induction program for teachers who needed to clear their preliminary credentials.	5000-5999: Services And Other Operating Expenditures Title II \$400	5000-5999: Services And Other Operating Expenditures Title II \$7,299
		5000-5999: Services And Other Operating Expenditures Title II \$9,467	5000-5999: Services And Other Operating Expenditures Title II \$30,000

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

The District made significant progress in implementing the actions/services of LCAP Goal 1: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment and academic growth so that all students will reach their fullest potential.

Action 1.1: The 3.0 FTE TK-5 Teachers on Special Assignment facilitated the procurement and distribution of robust grade level and schoolwide libraries to support the implementation of the Units of Study in Reading curriculum. The District maintained its focus on Culturally Responsive Teaching and Practices by contracting with several consultants to provide professional development in the areas of social justice, anti-bias education and trauma informed practices. The 0.2 FTE secondary teacher on special assignment provided great support to the high school in the coordination and facilitation of Challenge Day, the implementation of the District's social emotional learning/social justice competencies, and schoolwide activities assemblies and events, etc..

Action 1.2: The 4.77 FTE Intervention Specialists met regularly throughout the school year to discuss districtwide systems and resources needed to implement a cohesive reading intervention program. Additionally, the Reading Specialists collaborated with the TK-5 Teachers on Special Assignment and general education teachers to support the District's ongoing efforts to implement a Reading Assessment Plan and ensure compliance with AB 1369.

Action 1.3: The District was able to offer its summer bridge program to students identified as potential long-term English learners entering middle school as well as provide summer bridging activities to students identified as Black African American and Hispanic/Latino.

Action 1.4: The District supported project-based, cross-disciplinary extended learning opportunities for students districtwide.

Action 1.5: The District made significant investment in the District's Career Technical Education program by purchasing equipment and supplies in anticipation of a new CTE wing currently under construction at Albany High School.

Action 1.6: The District staffed Advanced Placement courses at Albany High School.

Action 1.7: The District provided a robust visual and performing arts program.

Action 1.8: The District provided access to technology for all students districtwide.

Action 1.9: The District staffed full time teacher librarians at all elementary and secondary school sites.

Action 1.10: The District recruited for classified and certificated positions throughout the school year as vacancies arose and provided an Induction program.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Preliminary Smarter Balanced Summative assessment results for 2018-2019 have been reported and all cohort student groups increased the percentage of students meeting/exceeding standards from the year prior with the exception of 4th grade (ELA and mathematics) and 5th grade (mathematics).

English Learner Proficiency Assessments for California for 2018-2019 will be available in summer 2019.

Advanced Placement examination results for 2018-2019 will be available in summer 2019.

As reported on the California School Dashboard, the graduation rate for Albany High School was 92.9% and increased minimally (0.2%) from the prior year reported.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

In the area of reviewing and purchasing curriculum aligned with the new CA English Language Arts/English Language Development Standards and Frameworks, the District made little progress as District-wide efforts were focused on implementing the new Reading curriculum implemented at the end of the 2017-2018 school year as well as implementing the initial and summative English Learner Proficiency Assessments for California (ELPAC).

Material differences between budgeted and actual expenditures related to salaries and benefits are the result of actual staff hired and retained and actual compensation.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

No changes are planned to this goal or annual expected outcomes; with the exception of Action 1.8.1 where due to the District's structural deficit, technology staffing has been decreased by one (1) FTE for the 2019-2020 school year. An assessment of the budgeted expenditures for Action 1.1.4 and 1.3.3 resulted in a reallocation of Supplemental funds to support efforts to decrease Chronic Absenteeism (Goal 2).

Annual Update

LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

Goal 2

Goal #2: We will identify individual social-emotional and behavior needs and apply collaborative appropriate interventions. We will 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.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

Local Priorities: Albany Strategic Plan Two "Supporting the Whole Child" AUSD Single Plans for Student Achievement

Annual Measurable Outcomes

Expected

Metric/Indicator

State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.

18-19

Average Daily Attendance Rates will remain above 95%.

Baseline

State Priority/Metric 5a-e: Pupil Engagement:

5a School Attendance Rates

2016-2017 Average Daily Attendance Rate is ~94%.

Metric/Indicator

State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.

Actual

To date, the District's average daily attendance rate is 96.51%

The District is currently meeting its goal.

As reported on the 2018 California School Dashboard, the District's chronic absenteeism rate is 5.4%.

Year-to-date data from the District's student information system, Aeries, shows that 123 students enrolled in grade TK-8 are identified as chronically

Expected

18-19

Chronic Absence Rates will remain below 5%.

Baseline

2016-17 Moderately Chronic Absenteeism (missing between 10% and 19.99% of the school year) = 1.5%

2016-17 Severely Chronic Absenteeism (missing more than 20% of the school year) = 5%

Metric/Indicator

State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.

18-19

The Middle School Drop-Out rate will be 0%.

Baseline

2015-16 = 0% (0 students)

Metric/Indicator

State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.

18-19

5d: The High School Drop-Out rates will remain below 5%.

Baseline

2015-16 = 4.8% (15 students)

Metric/Indicator

State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.

18-19

5e: The High School Graduation rate will be above 95%.

Baseline

2015-16 93.3%

Metric/Indicator

State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.

Actual

absent. The total enrollment of all students is 2528. The year-to-date chronic absenteeism rate is 4.8%.

The District is currently meeting this goal.

There was a total of one (1) middle school dropout as reported for 2016-2017 (the most recent year for which data is available). Data available through Data Quest does not provide a middle school drop out rate; neither is a middle school dropout calculation provided in the state priorities and rate calculation instructions.

As there was one (1) dropout in 2016-2017, the District did not meet its goal of maintaining a 0% middle school drop out rate.

There were a total of six (6) dropouts reported for the 2016-2017 school year (the most recent year for which data is available). The dropout rate for high school was 0.5%.

The District met its goal.

Albany High School's graduation rate as reported on the 2018 California School Dashboard was 92.5%.

The District did not meet its goal of maintaining a 95% graduation rate.

The suspension rate for Albany High School as reported in 2017-2018 is 0.9%.

The District met its goal.

Expected

18-19

6a: The High School Suspension rates will remain below 4%.

Baseline

Albany High School Pupil Suspension Rate
2015-16: 2.3% (17 suspensions)

MacGregor Continuation High School Pupil Suspension Rate
2015-16: 5.8% (1 suspension)

Metric/Indicator

State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.

18-19

6b: The High School Expulsion rates will remain below 1%

Baseline

Albany High School Pupil Expulsion Rate
2014-15: 0.2%

6b MacGregor Continuation High School Pupil Expulsion Rate
2014-15: 0%

Metric/Indicator

State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.

18-19

6c: We will have administered the CA Healthy Kids Survey in spring, 2018. We will review the data and establish goals during fall 2018.

Baseline

95% of 7th, 91% of 9th, and 91% of 11th graders reported Moderate to High levels of School Connectedness.
78% of 7th, 91% of 9th, and 91% of 11th graders reported Moderate to High levels of Meaningful Participation.

Actual

During the 2017-2018 and 2018-2019 school years, there were no expulsions at Albany High School.

The District met its goal.

The CA Healthy Kids Survey was administered during the 2018-2019 school year.

No annual measurable objectives were established for 2018-2019. AMO's will be established for 2019-2020

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 2.1: We will provide a robust attendance reporting and intervention program.	Action 2.1: We provided a robust attendance reporting and intervention program.	2000-2999: Classified Personnel Salaries Base \$135,466	2000-2999: Classified Personnel Salaries Base \$130,965
Services: 2.1.1: We will identify students at-risk of “severe chronic (>20%)” and “moderate (between 10% and 19.99%)” absence rates.	Services: 2.1.1: We identified students at-risk of “severe chronic (>20%)” and “moderate (between 10% and 19.99%)” absence rates.	2000-2999: Classified Personnel Salaries Parcel Tax \$100,977	2000-2999: Classified Personnel Salaries Parcel Tax \$95,015
2.1.2: We will intervene with site and District level communication and counseling services.	2.1.2: We intervened with site and District level communication and counseling services.	3000-3999: Employee Benefits Base \$78,698	3000-3999: Employee Benefits Base \$89,994
2.1.3: We will staff and train classified clerical staff for every school site and at the district office (6.85 FTE).	2.1.3: We staffed and trained classified clerical staff for every school site and at the district office (6.85 FTE).	3000-3999: Employee Benefits Parcel Tax \$106,371	3000-3999: Employee Benefits Parcel Tax \$84,351
		5000-5999: Services And Other Operating Expenditures Base \$6,000	5000-5999: Services And Other Operating Expenditures Base \$5,550
		4000-4999: Books And Supplies Parcel Tax \$6,790	4000-4999: Books And Supplies Parcel Tax \$106

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 2.2: We will provide counseling services for academic and intervention to students in grades 6-12th.	Action 2.2: We provided counseling services for academic and intervention to students in grades 6-12th.	1000-1999: Certificated Personnel Salaries Parcel Tax \$402,096	1000-1999: Certificated Personnel Salaries Parcel Tax \$408,081
Services: 2.2.1: We will staff and train counselors for Albany Middle, Albany High, and MacGregor High Schools.	Services: 2.2.1: We staffed and trained counselors for Albany Middle, Albany High, and MacGregor High Schools.	3000-3999: Employee Benefits Parcel Tax \$211,836	3000-3999: Employee Benefits Parcel Tax \$218,840
AMS: 6-8: 1.5 Counselors AHS: 9-12: 3.6 Counselors MAC: 10-12: 0.4 FTE Counselors	AMS: 6-8: 1.5 Counselors AHS: 9-12: 3.6 Counselors MAC: 10-12: 0.4 FTE Counselors	5000-5999: Services And Other Operating Expenditures Parcel Tax \$5,000	

2.2.2: We will provide counselors with program funds, training and professional development.

2.2.2: We offered counselors program funds, training and professional development.

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 2.3: We will provide a School Social Worker and Mental Health services programs.	Action 2.3: We provided a School Social Worker and Mental Health services programs.	1000-1999: Certificated Personnel Salaries Supplemental \$40,455	1000-1999: Certificated Personnel Salaries Supplemental \$40,454
Services: 2.3.1: We will staff Mental Health Specialists (1.0 FTE).	Services: 2.3.1: We staffed Mental Health Specialists (1.0 FTE).	1000-1999: Certificated Personnel Salaries Parcel Tax \$138,206	1000-1999: Certificated Personnel Salaries Parcel Tax \$138,205
2.3.2: We will contract with a coordinator of Mental Health programs who will supervise Interns.	2.3.2: We contracted with a coordinator of Mental Health programs who supervised Interns.	3000-3999: Employee Benefits Supplemental \$24,343	3000-3999: Employee Benefits Supplemental \$24,664
2.3.3: We will staff a School Social Worker (0.6 FTE).	2.3.3: We staffed a School Social Worker (0.6 FTE).	3000-3999: Employee Benefits Parcel Tax \$43,096	3000-3999: Employee Benefits Parcel Tax \$48,595
		5000-5999: Services And Other Operating Expenditures Parcel Tax \$12,000	5000-5999: Services And Other Operating Expenditures Parcel Tax \$11,000
			2000-2999: Classified Personnel Salaries Parcel Tax \$46,500

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 2.4: We will provide all students with schools that maintain a safe, inclusive, and positive climate.	Action 2.4: We provided all students with schools that maintain a safe, inclusive, and positive climate.	1000-1999: Certificated Personnel Salaries Parcel Tax \$60,395	1000-1999: Certificated Personnel Salaries Parcel Tax \$57,136
Services:	Services:	3000-3999: Employee Benefits Parcel Tax \$28,666	3000-3999: Employee Benefits Parcel Tax \$28,450

2.4.1: We will provide a part-time Safe & Inclusive Schools Coordinator (0.6 FTE).

2.4.2: We will coordinate programs including the Elementary Conflict Managers, the Middle School Safe School Ambassadors, the AHS Advisory and AHS Associated Student Body Leadership Team.

2.4.3: We will teach curriculum specific to character building, social-emotional growth, and empowerment. These include Speak-Up/Be Safe, Second-Step, Physical and Sexual Health, & 9th Grade Identity, Health, & Society.

2.4.4: We will provide clubs and extracurricular activities so that students are engaged with activities that broaden their interests.

2.4.5: We will review curriculum so that issues of equity and inclusion are considered and so that students learn social justice competencies.

2.4.6: We will provide professional development to all staff so that issues of equity and inclusion are strengthened and so that staff learn how to teach social justice competencies.

2.4.1: We provided a part-time Safe & Inclusive Schools Coordinator (0.6 FTE).

2.4.2: We coordinated programs including the Elementary Conflict Managers, Albany Middle School Safe School Ambassadors, Albany High School Advisory, and Associated Student Body.

2.4.3: We taught curriculum specific to character building, social-emotional growth, and empowerment including Speak-Up/Be Safe, Second-Step, Physical and Sexual Health, & 9th Grade Identity, Health, & Society.

2.4.4: We provided clubs and extracurricular activities so that students engaged with activities to broaden their interests.

2.4.5: We reviewed curriculum so that issues of equity and inclusion were considered and students learned about social justice competencies.

2.4.6: We provided professional development to all staff so that issues of equity and inclusion were strengthened and so that staff learned how to teach social justice competencies.

4000-4999: Books And Supplies
Parcel Tax \$5,000

4000-4999: Books And Supplies
Parcel Tax \$3,510

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Action 2.5: We will provide an athletics program for students in grades 4-12.</p> <p>Services:</p> <p>2.5.1: We will staff an Athletics Director (0.8 FTE) to coordinate programs.</p> <p>2.5.2: We will staff Athletics Coaches.</p> <p>2.5.3: We will provide equipment, supplies, and transportation.</p>	<p>Action 2.5: We provided an athletics program for students in grades 4-12.</p> <p>Services:</p> <p>2.5.1: We staffed an Athletics Director to coordinate programs.</p> <p>2.5.2: We staffed Athletics Coaches.</p> <p>2.5.3: We provided equipment, supplies, and transportation.</p>	<p>1000-1999: Certificated Personnel Salaries Parcel Tax \$50,638</p> <p>2000-2999: Classified Personnel Salaries Parcel Tax \$150,000</p> <p>3000-3999: Employee Benefits Parcel Tax \$69,735</p> <p>5000-5999: Services And Other Operating Expenditures Parcel Tax \$40,000</p> <p>4000-4999: Books And Supplies Parcel Tax \$5,000</p>	<p>1000-1999: Certificated Personnel Salaries Parcel Tax \$126,869</p> <p>2000-2999: Classified Personnel Salaries Parcel Tax \$60,000</p> <p>3000-3999: Employee Benefits Parcel Tax \$26,866</p> <p>5000-5999: Services And Other Operating Expenditures Parcel Tax \$40,000</p>

Action 6

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Action 2.6: We will provide a Physical Education program so that all students are engaged in physical activity that keeps them healthy and engaged in school.</p> <p>Services:</p> <p>2.6.1: We will staff credentialed Physical Education teachers for every school site (11.1 FTE).</p>	<p>Action 2.6: We provided a Physical Education program so that all students engaged in physical activity that kept them healthy and engaged in school.</p> <p>Services:</p> <p>2.6.1: We staffed credentialed Physical Education teachers for every school site (11.1 FTE).</p>	<p>1000-1999: Certificated Personnel Salaries Base \$544,108</p> <p>1000-1999: Certificated Personnel Salaries Parcel Tax \$320,872</p> <p>3000-3999: Employee Benefits Base \$229,171</p> <p>3000-3999: Employee Benefits Parcel Tax \$156,697</p>	<p>1000-1999: Certificated Personnel Salaries Base \$517,286</p> <p>1000-1999: Certificated Personnel Salaries Parcel Tax \$325,466</p> <p>3000-3999: Employee Benefits Base \$217,257</p> <p>3000-3999: Employee Benefits Parcel Tax \$147,740</p>

Action 7

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
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Action 2.7: We will staff specific counselors to provide services to struggling and at-risk students.

Action 2.7.1

We will staff counselors to provide services to struggling and at-risk students:

AHS 0.2 FLEX Counselor
AHS 0.2 At-Risk Counselor
AMS 0.5 At-Risk Counselor

Action 2.7: We staffed specific counselors to provide services to struggling and at-risk students.

Action 2.7.1

We staffed counselors to provide services to struggling and at-risk students:

AHS 0.2 FLEX Counselor
AHS 0.2 At-Risk Counselor
AMS 0.5 At-Risk Counselor

1000-1999: Certificated Personnel Salaries Supplemental \$67,014

3000-3999: Employee Benefits Supplemental \$24,296

1000-1999: Certificated Personnel Salaries Supplemental \$67,013

3000-3999: Employee Benefits Supplemental \$24,945

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Action 2.1. The District made efforts to address absenteeism, chronic absenteeism and truancy by providing training for clerical staff in attendance reporting procedures and collaborated with site administrators to review and refine the School Attendance Review Team and School Attendance and Review Board processes. SARB meetings were held regularly and site and district office administrators attended professional development regarding strategies to address chronic absenteeism.

Action 2.2: The District provided counselors at Albany Middle School and Albany High School and MacGregor High School.

Action 2.3. The District continued to offer a robust mental health program by staffing full time academic counselors and mental health counselors for students in grades 6 to 12. Data regarding the effectiveness of this program is collected and reported at the end of each school year. The report for year end 2017-2018 reflects the following services were provided at Albany Middle School, Albany High School and MacGregor High:

- 313 students were served at Albany Middle, Albany High and MacGregor High Schools.
- These students and their family members made 3,166 physical visits to the mental health program (102 of these visits by parents/caregivers).
- Of the 313 students, 109 (or 35%) participated in ongoing Individual therapy, and 36 (11%) in four student groups. The remainder of students received referrals or consultations, had brief crisis interventions, dropped-in for services as needed, or were case managed for specific needs.
- 20 students were provided treatment or referral for significant substance abuse issues.

Action 2.4: In the area of professional development, site administrators participated in Restorative Justice training, School Attendance and Review Board training, and secondary sites revised their behavior matrices to reflect a shift away from punitive disciplinary consequences in favor of restorative practices. Both matrices were reviewed and approved by the District's Governing Board.

Action 2.5: The District provided an athletics program.

Action 2.6: The District provided a physical education program.

Action 2.7: The District staffed at-risk counselors.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Attendance: The District's current average daily attendance rate (as reported in Aeries) is 96.51%. The 2017-2018 average daily attendance rate (as reported in Aeries) was 96.58%.

Suspension Rate: Suspension rates, particularly at the secondary level continue to decline. As reported on the California School Dashboard, the suspension rate at Albany High School was 0.9% and declined by 2.6% from the prior reporting year. At Albany Middle School, the suspension rate, as reported on the California School Dashboard, was 5.7% and declined by 1.4%.

Physical Fitness Testing: According to Data Quest PFT results for 2017-2018, 92% of students in grade 5 scored in the healthy fitness zone on at least 4 of 6 standards, 76% of students in grade 7 scored in the healthy fitness zone on at least 4 of 6 standards, and 78% of students in grade 9 scored in the healthy fitness zone on at least 4 of 6 standards.

California Healthy Kids Survey: During the 2017-2018 school year, the California Healthy Kids Survey was administered to students in grades 5, 7, 9 and 11. The following are key findings from the survey (as reported on the California School Dashboard Local Indicator for School Climate):

- When asked about the extent to which students felt a part of the school, 84% of 5th graders reported feeling part of the school all or most of the time. 69% of 7th graders, 58% of 9th graders, and 47% of 11th graders strongly agreed or agreed that they felt like part of the school.
- When asked about feeling close to people at the school, 61% of 5th graders indicated feeling close to people at school all or most of time, 69% of 7th graders, 67% of 9th graders, and 57% of 11th graders agreed or strongly agreed that they felt close to people at their school.
- When asked about feeling safe at school, 92% of students in grade 5 indicated they feel safe all or most of the time. In grades 7, 9 and 11, 71% of students in grade 7, 63% of students in grade 9, and 60% of students in grade 11 strongly agreed or agreed with the statement that they feel safe at their school.
- When student responses to feeling safe or very safe at school were dis-aggregated by ethnicity and grade level, Asian students reported the highest rates of feeling safe or very safe at school. 78% of Asian students in grade 7 reported feeling safe or very safe at school compared to 76% in grade 9 and 76% in grade 11. Students identifying as Hispanic/Latino and

Two or More Races reported the lowest overall rates of feeling safe or very safe at school. Among Hispanic/Latino students, 67% in grade 7, 60% in grade 9, and 55% in grade 11 reported feeling safe or very safe at school. Among students identifying as Two or More Races, 70% of 7th graders, 56% of 9th graders, and 57% of 11th graders reported feeling safe or very safe at school.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

In Action 2.1, \$6790 and in Action 2.2. \$5000 was budgeted to support attendance training and counselor professional development. While the training occurred, funds were not fully expended as training occurred without a need for substitute clerical staff. Counselor professional development occurred; however, site funds were used to cover associated costs.

Material differences between budgeted and actual expenditures related to salaries and benefits are the result of actual staff hired and retained and actual compensation.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Data from the California School Dashboard indicates a clear need to address increasing rates of chronic absenteeism districtwide. As a result, additional funds have been allocated to Action 2.1.2 to provide increased Districtwide communication and targeted intervention to decrease chronic absenteeism rates.

Action 2.4.6 will be discontinued as Action 1.1.4 and Action 3.1.6 address professional development in the areas of equity, inclusion, diversity, and culturally responsive teaching.

Annual Update

LCAP Year Reviewed: 2018-19

Complete a copy of the following table for each of the LEA’s goals from the prior year LCAP. Duplicate the table as needed.

Goal 3

Goal #3: All Stakeholders will Collaborate and Communicate about decisions that guide the sites and the district.
 We will collaboratively plan professional development and meeting time that responds to current needs.
 We will make proactive and effective decisions.
 We will communicate effectively throughout the district.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
 Priority 3: Parental Involvement (Engagement)
 Local Priorities: Albany Strategic Plan One “Assessing and Increasing Student Success” AUSD Single Plans for Student Achievement
 AHS W.A.S.C. Plan, Goal #2

Annual Measurable Outcomes

Expected	Actual
<p>Metric/Indicator State Priority/Metric 1c: School Facilities as measured by: levels of cleanliness, rates of maintenance and repair, adequacy of space in relation to enrollment, design of space in relation to quality instruction, and safety.</p> <p>18-19 The District will maintain that 100% of our schools will be clean and safe.</p> <p>The District will continue to work on short- and long-term plans to increase the percentage of schools that are earthquake safe as measured by the Division of the State Architects.</p> <p>The District will continue to work on short- and long-term plans for new construction. The District will maintain that 100% of our school sites have temporary portable buildings to alleviate overcrowding.</p>	<p>The District maintained that 100% of our schools are clean and safe as measured using the Facilities Inspection Tool.</p> <p>The District continued to work on short- and long-term plans to increase the percentage of schools that are earthquake safe as measured by the Division of State Architects.</p> <p>The District continued to work on short- and long-term plans for new construction. The District maintained that 100% of our school sites have temporary portable buildings to alleviate overcrowding.</p> <p>The District met its goal.</p>

Expected

Baseline

2016-17: 100% of our schools are clean and maintained, but repairs are needed in several areas.

2016-17: 66% (4 out of 6) of our schools are earthquake safe as measured by the Division of the State Architect. 33% (2 out of 6) are seismically deficient as measured by the Division of the State Architect.

2016-17: 100% of our school sites are overcrowded and have temporary portable buildings to alleviate overcrowding.

Metric/Indicator

State Priority/Metric 3a: Parental Input in Making Decisions as measured by:

School Site Council activity and membership, Parent-Teacher Association activity and membership, quantity of parent and community volunteer programs, and the presence of parent engagement teams for African American and Hispanic ethnic groups.

18-19

The District will maintain that 100% of our schools have active School Site Councils composed of parents and staff.

The District will maintain that 100% of our schools have active Parent-Teacher Associations.

The District will maintain that 100% of our students have schools with active Parent & Community Volunteer programs.

The District will provide 100% of our parents of Black/African American, Hispanic, or Low-Socio Economic students with targeted outreach programs.

Baseline

2016-17: 100% of our students have schools with active School Site Councils comprised of parents and staff.

2016-17: 100% of our students have schools with active Parent-Teacher Associations.

2016-17: 100% of our students have schools with active Parent & Community Volunteer programs.

2016-17: 100% of our students have a district with a Black/African-American Parent Engagement Design Team.

Actual

100% of schools in the District have active School Site Councils composed of parents and staff.

100% of schools in the District have active Parent-Teacher Associations.

100% of schools in the District students have active Parent & Community Volunteer programs.

The District met its goal of having active School Site Councils, Parent-Teacher Associations, and parent and community volunteer programs.

The District did not meet its goal of providing 100% of our Black/African American, Hispanic, or socioeconomically disadvantaged parents with targeted outreach programs.

Expected

2016-17: 100% of our students have a district with a Hispanic/Latino Parent Engagement Design Team.

Metric/Indicator

State Priority/Metric 3b: Parental Participation in Programs for English Language Learners, Low-Socioeconomic, and Foster Youth as measured by:
English Language Advisory Council activity and membership.

18-19

The District will maintain that 100% of our schools have active site-based English Learner Advisory Committees comprised of parents and staff, and a District English Learner Advisory Committee comprised of parents and staff.

Baseline

2016-17: 100% of our students have schools with active site-based English Language Advisory Committees comprised of parents and staff, and a District English Language Advisory Committee comprised of parents and staff.

Metric/Indicator

State Priority/Metric 3c: Parental Participation in Programs for Individuals with Exceptional Needs as measured by: the presence of Student Study Teams on each and every school site and the presence of high-quality 504 Plan programs and Individual Education Programs.

18-19

The District will maintain that 100% of our students have schools and a district staff who implement a Student Study Team Process as needed, and when appropriate, a section 504 Plan or an Individualized Education Program that includes the parental participation of individuals with exceptional needs.

Baseline

2016-17: 100% of our students have schools and a district staff who implement a Student Study Team Process as needed, and when appropriate, a section 504 Plan or an Individualized Education Program that includes the parental participation of individuals with exceptional needs.

Metric/Indicator

Local Priority/Metric: Effective communication strategies as measured by the number of website postings, the number of meetings, and attendance at public meetings.

Actual

100% of schools in the District have active site-based English Learner Advisory Committees composed of parents and staff, and a District English Learner Advisory Committee composed of parents and staff.

The District met its goal.

100% of students in our District students have schools and a district staff who implement a Student Study Team Process as needed, and when appropriate, a section 504 Plan or an Individualized Education Program that includes the parental participation of individuals with exceptional needs.

The District met its goal.

The District evaluated baselines and methods and made modifications as needed, and set goals for improvement.

The District did not establish an annual measurable objective for this metric. An annual measurable objective will be established for 2019-2020.

Expected

Actual

18-19

2018-19 The District will evaluate baselines and methods, make modifications as needed, and set goals for improvement.

Baseline

2017-18 The District will establish baselines and set goals for improvement.

Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Action 3.1: The District will continue to support the engagement of parents and community members.	Action 3.1: The District continued to support the engagement of parents and community members.	Other Services/Supplies Base \$50,000	1000-1999: Certificated Personnel Salaries Supplemental \$737
Services: 3.1.1: The District will increase the participation of parents from under-represented and under-performing groups, including low socio-economic, English Language Learners, Foster Youth, African American/Black, & Hispanic/Latino.	Services: 3.1.1: The District increased the participation of parents from under-represented and under-performing groups, including low socio-economic, English Language Learners, Foster Youth, African American/Black, & Hispanic/Latino.	5700-5799: Transfers Of Direct Costs Base \$15,000	2000-2999: Classified Personnel Salaries Supplemental \$685
3.1.2: The District will strengthen a task force of parents and staff to plan for events to engage more parents from African American/Black and Hispanic/Latino families.	3.1.2: The District strengthened a task force of parents and staff to plan for events to engage more parents from African American/Black and Hispanic/Latino families.	5000-5999: Services And Other Operating Expenditures Supplemental \$10,000	3000-3999: Employee Benefits Supplemental \$203
3.1.3: The District will maintain English Learner Advisory Committees, School Site Councils, and PTAs at every school site. We	3.1.3: The District maintained English Learner Advisory Committees, School Site Councils, and PTAs at every school site. We maintained a district level English	4000-4999: Books And Supplies Supplemental \$1,000	1000-1999: Certificated Personnel Salaries Base \$3,408
			2000-2999: Classified Personnel Salaries Base \$108
			3000-3999: Employee Benefits Base \$537
			4000-4999: Books And Supplies Supplemental \$1,428
			4000-4999: Books And Supplies Base \$3,458

will maintain a district level English Learner Advisory Committee (DELAC) and a District Community Advisory Committee.

3.1.4: The District will provide a Student Study Team and Individualized Educational Process that includes the participation of parents.

3.1.5 The District will strengthen student stakeholder input through the formation of a “Student Equity Advisory Council” facilitated by the Superintendent.

3.1.6 The District will strengthen parent and community stakeholder input through the implementation of recommendations from the "Albany Coming Together" task force to address program improvements in curriculum, professional development, student engagement, parent engagement, policy development, and safe use of technology.

Learner Advisory Committee (DELAC) and a District Community Advisory Committee.

3.1.4: The District provided a Student Study Team and Individualized Educational Process that included the participation of parents.

3.1.5 The District strengthened student stakeholder input through the formation of a “Student Equity Advisory Council” facilitated by the Superintendent.

3.1.6 The District strengthened parent and community stakeholder input through the implementation of recommendations from the "Albany Coming Together" task force to address program improvements in curriculum, professional development, student engagement, parent engagement, policy development, and safe use of technology.

5000-5999: Services And Other Operating Expenditures Supplemental \$150

5000-5999: Services And Other Operating Expenditures Base \$14,438

Action 2

Planned Actions/Services

Action 3.2: The District will provide highly qualified clerical support throughout the district.

Services:

Actual Actions/Services

Action 3.2: The District provided highly qualified clerical support throughout the district.

Services:

Budgeted Expenditures

2000-2999: Classified Personnel Salaries Base \$326,660

2000-2999: Classified Personnel Salaries Supplemental \$11,706

Estimated Actual Expenditures

2000-2999: Classified Personnel Salaries Base \$306,789

2000-2999: Classified Personnel Salaries Supplemental \$4,818

3.2.1: The District will provide all schools with appropriately staffed clerical support (7.3 FTE).

3.2.2: The District will hire and train secretarial staff to support the Student Services and Curriculum, Instruction, and Assessment Departments (0.9 FTE).

3.2.1: The District provided all schools with appropriately staffed clerical support (7.3 FTE).

3.2.2: The District hired and trained secretarial staff to support the Student Services and Curriculum, Instruction, and Assessment Departments (0.9 FTE); however, this position became vacant mid-year and, due to the District's structural deficit, the position was not filled for the remainder of the 2018-2019 school year.

2000-2999: Classified Personnel Salaries Title I \$4,683

2000-2999: Classified Personnel Salaries Title I \$1,927

3000-3999: Employee Benefits Base \$236,148

3000-3999: Employee Benefits Base \$189,970

3000-3999: Employee Benefits Supplemental \$6,037

3000-3999: Employee Benefits Supplemental \$2,778

3000-3999: Employee Benefits Title I \$2,417

3000-3999: Employee Benefits Title I \$1,111

Action 3

Planned Actions/Services

Actual Actions/Services

Budgeted Expenditures

Estimated Actual Expenditures

Action 3.3: District staff will maintain and improve the facilities across the school district.

Services:

3.3.1: District staff and School Board Trustees will review ongoing facility needs and continue to prioritize next steps.

3.3.2: District staff will recruit and retain maintenance staff to maintain clean and safe learning environments for students (6.0 FTE).

3.3.3: District staff will recruit and retain secretarial staff to support the Business and Maintenance Departments (1.0 FTE).

Action 3.3: District staff maintained and improved the facilities across the school district.

Services:

3.3.1: District staff and School Board Trustees reviewed ongoing facility needs and continued to prioritize next steps.

3.3.2: District staff recruited and retained maintenance staff to maintain clean and safe learning environments for students (6.0 FTE).

3.3.3: District staff recruited and retained a facilities coordinator to support the Business and Maintenance Departments (1.0 FTE).

2000-2999: Classified Personnel Salaries Restricted Routine Maintenance \$456,376

2000-2999: Classified Personnel Salaries Restricted Routine Maintenance \$393,695

3000-3999: Employee Benefits Restricted Routine Maintenance \$252,041

3000-3999: Employee Benefits Restricted Routine Maintenance \$219,448

5700-5799: Transfers Of Direct Costs Base \$1,000

Action 4

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>Action 3.4: The District will implement specific strategies to strengthen communication with students, parents, and community members regarding Bond Measures B & E.</p>	<p>Action 3.4: The District implemented specific strategies to strengthen communication with students, parents, and community members regarding Bond Measures B & E.</p>	<p>4000-4999: Books And Supplies Base \$1,500</p>	
<p>Services: 3.4.1: The District will continue to update a designated web page on the district website with items related to Bond Measures B & E.</p>	<p>Services: 3.4.1: The District did not update a designated web page on the district website with items related to Bond Measures B & E.</p>	<p>5700-5799: Transfers Of Direct Costs Base \$6,000</p>	
<p>3.4.2: The District will host regularly scheduled open meetings for community members to ask questions and receive information.</p>	<p>3.4.2: The District hosted regularly scheduled open meetings for community members to ask questions and receive information.</p>		
<p>3.4.3: The District will produce communications that may include flyers to notify the community and school site neighbors regarding pertinent project information.</p>	<p>3.4.3: The District produced communications to notify the community and school site neighbors regarding pertinent project information.</p>		
<p>3.4.4: The District will engage stakeholders on temporary school facilities needed during the rebuilding process.</p>	<p>3.4.4: The District engaged stakeholders on temporary school facilities needed during the rebuilding process.</p>		

Action 5

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
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Action 3.5: The District will adapt to and utilize up-to-date methods of communication that are effective at maintaining a well informed school community.

3.5.1 The District will continue to maintain up-to-date and extensive information on the District website.

3.5.2 The District maintains social media accounts and may post and promote using these channels as time and resources permit.

3.5.3 The District will produce and distribute an annual newsletter to the community, describing school achievements and major construction events.

3.5.4 The District will re-evaluate policy on communication triggers in order to inform the community adequately and fully. Each site will evaluate their channels of communication to parents with a goal of re-aligning communication to those channels that parents use and access frequently.

Action 3.5: The District adapted to and utilized up-to-date methods of communication that were effective at maintaining a well informed school community.

3.5.1 The District continued to maintain up-to-date and extensive information on the District website.

3.5.2 The District did not maintain social media accounts or post and promote using these channels as the position of communications manager was eliminated during the 2017-2018 school year.

3.5.3 The District produced and distributed an annual newsletter to the community, describing school achievements and major construction events.

3.5.4 The District re-evaluated policy on communication triggers in order to inform the community adequately and fully. Each site evaluated their channels of communication to parents with a goal of re-aligning communication to those channels that parents use and access frequently.

4000-4999: Books And Supplies Base \$7,500

5000-5999: Services And Other Operating Expenditures Base \$4,000

5700-5799: Transfers Of Direct Costs Base \$8,500

5000-5999: Services And Other Operating Expenditures Base \$6,120

Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Action 3.1: The District continued its efforts to encourage communication with, and engagement from, parents. The District recently established a Budget Advisory Committee, a Board Policy Committee and continues to support the Black Parent Advisory Group and Latinas Familias de Albany. Additionally, during its search for a Superintendent to replace outgoing Supt Val Williams, parents were invited to participate on a Community Stakeholder panel whose responsibility was to advise the Governing Board regarding finalists selected for interview. Finally, in response to concerns around the implications of temporary housing, parents were invited to participate on temporary housing advisory committees.

- Additionally, as it relates to Action 3.1.6, the District made significant progress in implementing the ACT recommendations provided to the Governing Board in February 2018. Of particular note, the District hosted Challenge Day for all 10th grade students with plans to host the anti-bullying program in 2019-2020. Additionally, professional development in the areas of trauma informed practice and restorative justice were offered to all site administrators, and summer bridge programs were offered at Albany Middle School and Albany High School to historically under-served students transitioning to middle school and high school.

Action 3.2: The District provided clerical staff Districtwide.

Action 3.3: The District made significant progress in its efforts to improve school facilities. Construction work is almost completed at Albany Middle School and is underway at Albany High School. During the fall of 2019, students attending Ocean View Elementary will be temporarily rehoused as construction begins.

Action 3.4: Bond Measures B and E were approved by voters in 2016 and construction of the Albany Middle School Annex is almost completed. Construction on the Albany High School addition is underway and in the 2019-2020 school year, construction will begin at Ocean View Elementary School.

Action 3.5: The District used its website as the main mode of general communication to families. Due to the District's structural deficit, the District no longer retains a communications manager to maintain social media accounts. At the end of the 2017-2018 school year, the District produced and distributed a newsletter and plans to do so again.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

The District continues its efforts to encourage communication with, and engagement from, parents. The District recently established a Budget Advisory Committee, a Board Policy Committee and continues to support the Black Parent Advisory Group and Latinas Familias de Albany. Additionally, during its search for a Superintendent, parents were invited to participate on a Community

Stakeholder panel whose responsibility was to advise the Governing Board regarding finalists selected for interview. Finally, in response to concerns around the implications of temporary housing, parents were invited to participate on temporary housing advisory committees.

The District made significant progress in its efforts to improve school facilities. Construction work is almost completed at Albany Middle School and is underway at Albany High School. During the fall of 2018, students attending Ocean View Elementary will be temporarily rehoused as construction begins.

The District administered the California Schools Parent Survey during the 2017-2018 school year. The survey was completed by 148 parents in grades K-8. The survey was re-administered to all parents in 2018-2019 in order to gather input from parents of students in grades 9-12. Key findings from the survey include the following (as reported on the California School Dashboard Local Indicator for Parent Engagement):

- 80% of parents agreed or strongly agreed that the schools allow input and welcome parent contributions.
- 67% of parents agreed or strongly agreed that the schools actively seek the input of parents before making important decisions.
- 87% of parents agreed or strongly agreed that they feel welcome to participate at their child's school.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Action 3.1: The District allocated \$50,000 to carry out the ACT recommendations identified in 2017-2018; however, not all dollars allocated were expended. This is due in part to having two other very similar actions in Goal 1 (Action 1.1.4) and Goal 2 (Action 2.4.6) of the LCAP. The District will continue its efforts to implement the ACT recommendations and address issues of bias, racism, and disproportionate outcomes for historically underserved students and will develop a plan to expend all resources allocated to Action 3.1.6 by June 2020.

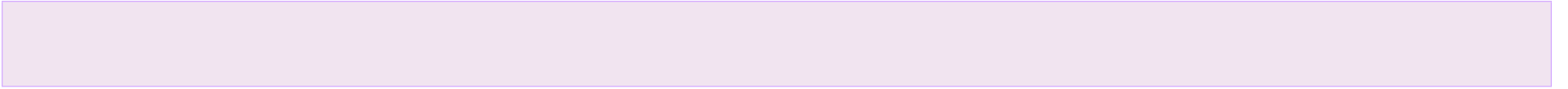
Action 3.2: Due to the District's structural deficit, funds allocated for clerical staffing were not fully expended and the position will not be restored in the 2019-2020 school year.

Material differences between budgeted and actual expenditures related to salaries and benefits are the result of actual staff hired and retained and actual compensation.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

The goal remains unchanged; however, the District would like to hone the focus of Goal 3 around effective communication.

Clerical staffing allocated in Action 3.2 will be discontinued in the 2019-2020 school year due to the District's structural deficit. Funds will be re-allocated to support the District's efforts to reduce chronic absenteeism rates (Action 2.1).



Stakeholder Engagement

LCAP Year: **2019-20**

Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

As in previous years, the District sought feedback to inform the development of the LCAP through in-person engagement sessions hosted in a variety of venues: staff meetings, Superintendent's Bargaining Roundtable, parent engagement groups, District English Learner Advisory Committee, Parent Teacher Association meetings, student forums, and the District Leadership Team. Additionally, two community input meetings were hosted in April. The District captured stakeholder input through an online survey, launched for the first time during the 2017-2018 school year, to inform the development of the 2018-2019 LCAP. The survey was posted online for approximately eight weeks and approximately 200 responses were gathered through the online survey. The availability of the survey was announced at a regularly scheduled Governing Board meeting in March 2019, and the link to the survey was emailed directly to every AUSD family in early March and in April. During the months of February, April and May, District staff provided LCAP process updates to the District Governing Board and community and shared feedback gathered to date.

The District's LCAP Advisory Committee, composed of parents, teachers, one student, Governing Board members, site administration, and District administration, was reconvened in March 2019. The Committee composition represented all school sites as well as the diverse student population of AUSD (e.x. students with disabilities, English learners,, and historically underserved student groups) The Advisory Committee met on March 18, April 23, May 21 and June 4 with three main purposes: a) review data points that reflect essential student needs, b) receive and analyze input from a variety of stakeholders, and c) identify trends, new ideas, and possibilities in the LCAP feedback to inform the development of the 2019-2020 LCAP.

At the March meeting, the LCAP Advisory Committee received an overview of the current LCAP (in particular current actions and services) and an orientation to the California School Dashboard. During the April meeting, the Committee received a preliminary report on the Annual Update and discussed the District's progress in meeting its annual measurable objectives. The Committee also reviewed stakeholder input gathered to date and determined common themes/trends arising from the input. During the final meetings in May and June, the Committee reviewed additional stakeholder input and made recommendations regarding updates to the LCAP for 2019-2020.

AUSD's parent community is actively engaged year round, and in addition to feedback gathered through the LCAP process, stakeholders provided valuable input to the Governing Board and District staff on several occasions during regularly scheduled Board of Education meetings during the 2018-2019 school year. Topics of concern included: temporary housing, special education and strategies to address the District's structural deficit.

Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

The LCAP input and analysis process revealed strong alignment between a) the current LCAP goals, actions, and b) services and feedback gathered from stakeholders. The process also revealed that while the current goals, actions and services are aligned to the input received from stakeholders, the levels of implementation in the LCAP are insufficient due to inadequate school funding. Finally, the input and analysis process revealed a strong need for the District to explore more effective methods for measuring the overall effectiveness of goals, actions and services during the school year (rather than relying solely on year-end reporting).

A review of the LCAP input gathered from stakeholders regarding essential student needs identified the following common themes:

1. Students need safe and supportive environments in which to learn and express themselves freely.

The following goals, actions and services in the LCAP support providing students with safe and supportive environments in which to learn and express themselves freely:

- Action 2.4: Provide a part-time Safe and Inclusive Schools Coordinator, coordinate programs including Conflict Managers, Safe School Ambassadors and AHS Advisory and Leadership, teach curriculum specific to character building, social emotional growth and empowerment, provide clubs and extra-curricular activities, review instructional materials so issues of equity and inclusion are considered, and provide professional development
- Action 2.5: Staff an athletics director, staff athletic coaches, provide equipment, supplies and transportation

2. Students need access to a variety of supports including academic intervention and social-emotional counseling and mental health support.

The following goals, actions and services in the LCAP provide students access to a variety of supports including academic intervention and social-emotional counseling and mental health support

- Action 1.2: Staff Intervention Specialists
- Action 2.1: Provide a robust attendance program including communication, intervention and counseling
- Action 2.2: Staff counselors at AMS, AHS and MaGregor High School
- Action 2.3: Staff mental health specialists, contract a coordinator of mental health programs, and staff a school social worker
- Action 2.4: Provide mentoring services
- Action 2.7: Staff at-risk counselors

3. Students need access to highly qualified teachers, who are well-compensated and have access to updated, relevant and flexible curriculum that meets the needs of all students.

The following goals, actions and services in the LCAP provide students access to teachers who are well-compensated and have access to curriculum that meets the needs of all students:

- Action 1.2: Staff intervention specialists
- Action 1.3: Staff ELD specialists
- Action 1.5: Staff Career Technical Education staff
- Action 1.6: Staff Advanced Placement staff
- Action 1.9: Staff fully credentialed librarians
- Action 1.10: Recruit for positions using multiple strategies and provide an Induction (new teacher support) program
- Action 2.6: Staff Physical Education staff

4. Parents need access to increased opportunities for engagement and professional development.

The following goals, actions and services in the LCAP provide parents access to increased opportunities for engagement and professional development

- Action 3.1: Increase parent participation, strengthen a task force of parents and staff to plan for events to engage more Hispanic/Latino and Black/African American parents, maintain English Learner Advisory Committees and District English Learner Advisory Committees
- Action 3.2: The District will utilize up-to-date methods of communication that are effective at maintaining a well informed school community

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 1

Goal #1: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment and academic growth so that all students will reach their fullest potential.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
 Priority 2: State Standards (Conditions of Learning)
 Priority 4: Pupil Achievement (Pupil Outcomes)
 Priority 7: Course Access (Conditions of Learning)
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities: Strategic Plan #1 "Assessing and Increasing Student Success" AUSD Single Plans for Student Achievement AHS

Identified Need:

Identified Essential Need #1: Students need access to California Standards aligned instructional materials in reading and writing.

Identified Essential Need #2: Students need access to instructional materials aligned to the Next Generation Science Standards.

Identified Essential Need #3: The District needs to address the gaps in opportunity and performance for Black/African American and Hispanic/Latino students. There is a disproportionately higher number of Black/African American and Hispanic/Latino students who did not meet or exceed standards as compared to the overall student population. There are a disproportionately lower number of Black/African American and Hispanic/Latino students who are enrolled in Advanced Placement coursework.

Other identified needs are as follows:

State Priority/Metric 1a. Students need access to highly qualified and appropriately credentialed staff.

State Priority/Metric 1b. Students need access to high quality, standards-aligned instructional materials and technology.

State Priority/Metric 1c: Students need access to safe, clean, spacious and engaging school facilities. (refer to LCAP Goal #3.)

State Priority/Metric 2a: Students need access to California Standards in all subject areas.

State Priority/Metric 4a-c: Pupil Achievement. Students need access to the skills and competencies necessary to demonstrate mastery of core content standards in English, Math, and Science as measured by state summative assessments.

State Priority/Metric 4d-g: Pupil Achievement. English learners need access to programs that help them acquire proficiency in English.

State Priority/Metric 7a-c: Course Access. Students need access to core classes in English, Math, History, and Science/Social Science. Secondary students in grades 6-12 need access to elective classes.

State Priority/Metric 8: Other Student Outcomes. Students need access to locally developed programs that teach the necessary skills to complete a long-term, multi-disciplinary project.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
State Priority/Metric 1a. Appropriately Credentialed Teachers, as measured by a review of valid CA credentials correlated to classroom assignments	<p>State Priority/Metric 1a. Appropriately Credentialed Teachers</p> <p>2016-2017: 99% of the students in the district have teachers who are highly qualified, fully credentialed, and appropriately assigned in the subject area and for the pupils they are teaching.</p> <p>2016-2017: 100% of the students have access to highly qualified and fully credentialed Administrators,</p>	<p>State Priority/Metric 1a. Appropriately Credentialed Teachers</p> <p>The District will maintain that 99-100% of the students in the district have teachers who are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching.</p> <p>The District will maintain that 100% of the students have access to highly-qualified, fully credentialed, and well-</p>	<p>State Priority/Metric 1a. Appropriately Credentialed Teachers</p> <p>The District maintains that 99-100% of the students in the district have teachers who are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching.</p> <p>The District maintains that 100% of the students have access to highly-qualified and fully credentialed, and well-</p>	<p>State Priority/Metric 1a. Appropriately Credentialed Teachers</p> <p>The District will maintain that 99-100% of the students in the district have teachers who are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching.</p> <p>The District will maintain that 100% of the students have access to highly-qualified and fully credentialed, and well-</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	<p>credentialed librarians, Teaching Specialists in Literacy and Language Development, Teachers of Special Education, and highly qualified Secretaries.</p>	<p>compensated Teachers, Administrators, full-time librarians, Teaching Specialists in Literacy and Language Development, and for those students who qualify, Teachers of Special Education.</p>	<p>compensated Teachers, Administrators, full-time librarians, Teaching Specialists in Literacy and Language Development, and for those students who qualify, Teachers of Special Education.</p>	<p>compensated Teachers, Administrators, full-time librarians, Teaching Specialists in Literacy and Language Development, and for those students who qualify, Teachers of Special Education.</p>
<p>State Priority/Metric 1b. Instructional Materials as measured by annual inventory checks and adoption cycles.</p>	<p>State Priority/Metric 1b. Instructional Materials</p> <p>2015-16: 100% of our TK-5 Students have access to Common Core State Standards-aligned instructional materials in Mathematics.</p> <p>2016-17: 100% of our 6-10 students have access to Common Core State Standards-aligned instructional materials in Mathematics. (We are in a year-by-year transition plan to carry the Algebra/Geometry/Algebra II mathematics program forward for those students who began that pathway. Hence, each year, we add the next year's</p>	<p>State Priority/Metric 1b. Instructional Materials</p> <p>100% of our TK-12 Students will have access to board-adopted, Common Core State Standards-aligned instructional materials in Mathematics.</p> <p>100% of our TK-12 students will have access to board-adopted, Common Core State Standards-aligned instructional materials in English-Language Arts.</p> <p>100% of our TK-12 students will have access to some supplementary instructional materials that are aligned to the Next Generation Science Standards.</p>	<p>State Priority/Metric 1b. Instructional Materials</p> <p>100% of our TK-12 Students have access to board-adopted, California State Standards-aligned instructional materials in Mathematics.</p> <p>100% of our TK-12 students have access to board-adopted, California State Standards-aligned instructional materials in English-Language Arts.</p> <p>100% of our TK-12 students have access to some supplementary instructional materials that are aligned to the Next Generation Science Standards.</p>	<p>State Priority/Metric 1b. Instructional Materials</p> <p>100% of our TK-12 Students will have access to board-adopted, California State Standards-aligned instructional materials in Mathematics.</p> <p>100% of our TK-12 students will have access to board-adopted, California State Standards-aligned instructional materials in English-Language Arts.</p> <p>100% of our TK-12 students will have access to instructional materials that are aligned to the Next Generation Science Standards.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	<p>version of the new Integrated Math program.)</p> <p>2015-2016: 100% of our K-8 students have access to Common Core State Standards-aligned instructional materials in Writing. 0% of our K-6 students have access to Common Core State Standards-aligned instructional materials in Reading/Language Arts.</p> <p>2015-16: 0% of our TK-12 students have access to Next Generation Science Standards-aligned instructional materials in Science.</p> <p>100% of students in grades 6-12 had access to NGSS-aligned instructional materials.</p> <p>2015-16: The ratio of student-to-computer devices in 3rd through 12th grades is 2 devices to every 5 students.</p>	<p>(The CA State NGSS Transition Plan projects that NGSS-aligned materials will be available for review in 2018.)</p> <p>The ratio of computer-to-student devices in grades 3-12 will be maintained at approximately 2 devices for every 5 students.</p>	<p>The ratio of computer-to-student devices in grades 3-12 is approximately 2 devices for every 5 students.</p>	<p>The ratio of computer-to-student devices in grades 3-12 will be maintained at approximately 2 devices for every 5 students.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>State Priority/Metric 2a: State Standards Implementation for core content areas, as measured by curriculum adoptions and professional development activities.</p>	<p>State Priority Metric 2a: State Standards Implementation</p> <p>2015-16: 100% of our students in grades TK-9 have access to CA State Standards in Math as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.</p> <p>2015-16: Approximately 50% of our students have access to CA State Standards in Science.</p>	<p>State Priority/Metric 2a: State Standards Implementation</p> <p>100% of the students in grades TK-12 will have access to CA State Standards in Math and English as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.</p> <p>~50% of the students in grades TK-12 will have access to the newly adopted Next Generation Science Standards as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.</p>	<p>State Priority/Metric 2a: State Standards Implementation</p> <p>100% of the students in grades TK-12 have access to CA State Standards in mathematics, English language arts, and science as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.</p> <p>~50% of the students in grades TK-12 (100% of students in grade 6-12) have access to Next Generation Science Standards as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.</p>	<p>State Priority/Metric 2a: State Standards Implementation</p> <p>100% of the students in grades TK-12 will have access to CA State Standards in Math, English, and Science as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.</p> <p>100% of the students in grades TK-12 will have access to the newly adopted Next Generation Science Standards as evidenced by textbook/curriculum adoptions, professional development plans, pacing guides, benchmark assessments, lesson plans, unit plans, meeting notes, and classroom observations.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>State Priority/Metric 2b: State Standards Implementation for English Language Development, as measured by curriculum adoptions, professional development activities, and specialized programs.</p>	<p>State Priority/Metric 2b: State Standards Implementation, English Language Development</p> <p>2015-16: 100% of our English Language Learner students who are identified as Beginners, Early Intermediates, and Intermediates are provided with sheltered instructional services.</p> <p>100% of our English Language Learners who are identified as Early Advanced and Advanced are provided with access to core and elective programs with ongoing monitoring by an English Language Development specialist teacher.</p>	<p>State Priority/Metric 2b: State Standards Implementation, English Language Development</p> <p>100% of our English Language Learner students who are identified as Beginners, Early Intermediates, and Intermediates will be provided with sheltered instructional services.</p> <p>100% of our English Language Learners who are identified as Early Advanced and Advanced will be provided with access to core and elective programs with ongoing monitoring by an English Language Development specialist teacher.</p>	<p>State Priority/Metric 2b: State Standards Implementation, English Language Development</p> <p>100% of English learners who are identified as Beginners, Early Intermediates, and Intermediates are provided with sheltered instructional services.</p> <p>100% of English learners who are identified as Early Advanced and Advanced are provided with access to core and elective programs with ongoing monitoring by an English Language Development specialist teacher.</p>	<p>State Priority/Metric 2b: State Standards Implementation, English Language Development</p> <p>100% of our English Language Learner students who are identified as Beginners, Early Intermediates, and Intermediates will be provided with sheltered instructional services.</p> <p>100% of our English Language Learners who are identified as Early Advanced and Advanced are provided with access to core and elective programs with ongoing monitoring by an English Language Development specialist teacher.</p>
<p>State Priority/Metric 4a. Statewide Assessments, English and Math as measured by 3rd-8th grade performance on the Smarter Balanced Assessments.</p>	<p>4a. Statewide Assessments, English and Math</p> <p>2015-16: Overall, 72% of our students met or exceeded standards in English Language Arts/Literacy and 69% met or exceeded</p>	<p>State Priority/Metric 4a. Statewide Assessments, English and Math</p> <p>2015-16 Baseline data from the Smarter Balanced Assessment in English and Math show that 72% of our students met or exceeded</p>	<p>State Priority/Metric 4a. Statewide Assessments, English and Math</p> <p>In the 2018 administration of the Smarter Balanced Summative assessment, 76% of the students in grades 3-8 & 11 met or</p>	<p>State Priority/Metric 4a. Statewide Assessments, English and Math</p> <p>The percentage of students meeting and exceeding standards will increase by five percentage points each year.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	standards in Mathematics.	standards in English and 69% of our students met or exceeded standards in Math. We will measure performance on the 2016-17 administration of SBAC, compare results, and set targets for improvement.	exceeded standards in English and 70% of the students in grades 3-8 & 11 met or exceeded standards in Math. The percentage of students meeting and exceeding standards will increase by five percentage points each year.	
State Priority/Metric 4a. Statewide Assessments, Science as measured by the upcoming assessments, aligned to the Next Generation Science Standards and administered in grades 5, 8, and 10.	State Priority/Metric 4a. Statewide Assessments, Science There are no baseline assessment results available because the new assessments are being piloted and no results will be published.	State Priority/Metric 4a. Statewide Assessments, Science 2017-18: Based on a review of the NGSS Systems Implementation Plan from the CA Dept. of Education, we expect to administer the Field Test versions of the CA State Tests for Science. Results from this Field Test may not be available.	State Priority/Metric 4a. Statewide Assessments, Science Results from the 2017-2018 CAST Field Test indicate that 97% of students in grades 5, 8 and 11 demonstrate a moderate understanding of the California Next Generation Science Standards.	State Priority/Metric 4a. Statewide Assessments, Science We will maintain that at least 97% of all students in grades 5, 8 and 12 will demonstrate a moderate understanding of the California Next Generation Science Standards.
State Priority/Metric 4c. Percentage of pupils completing UC/CSU requirements as measured by an analysis of the transcripts of the graduating 12th grade students.	State Priority/Metric 4c. Percentage of pupils completing UC/CSU requirements 2014-15: 59% of students successfully completed the requirements for CSU and UC entrance.	State Priority/Metric 4c. Percentage of pupils completing UC/CSU requirements 2017-18: Approximately 65% of high school students will successfully complete	State Priority/Metric 4c. Percentage of pupils completing UC/CSU requirements Data from the California School Dashboard indicates 60.2% of high school graduates	State Priority/Metric 4c. Percentage of pupils completing UC/CSU requirements 2018-19: Approximately 65% of high school students will successfully complete

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
		the requirements for CSU and UC entrance.	successfully completed the requirements for CSU and UC entrance. The percentage of students meeting UC/CSU eligibility requirements will increase to 65%.	the requirements for CSU and UC entrance.
<p>State Priority/Metric 4d. English Language Learner Progress as measured by the CA English Language Development Test (CELDT) and the soon to be implemented CA English Language Proficiency Assessment for California (ELPAC</p>	<p>State Priority/Metric 4d. English Language Learner Progress</p> <p>2014-15: 83% of EL students made progress learning English.</p> <p>The CA State Transition Plan for English Language Development Standards projects that 2017-18 is the final year to use the current CELDT assessments. It is possible that we will administer either a pilot or a baseline assessment using the new English Language Proficiency Assessments for California (ELPAC). If this is the case, we will measure baseline results and set improvement goals.</p>	<p>State Priority/Metric 4d. English Language Learner Progress</p> <p>995% of EL students will make progress learning English. 99%-100% of students who will have been enrolled in Albany schools for 5 years or more will attain English proficiency.</p>	<p>State Priority/Metric 4d. English Learner Progress</p> <p>The English Learner Progress Indicator was suspended for the 2018 California School Dashboard as a result of the transition from California English Language Development Test (CELDT) to English Learner Proficiency Assessment for California (ELPAC). Results from the initial ELPAC summative administration indicate 56% of students earned the highest performance level (well developed). Data from the 2019 administration of ELPAC will be used to establish a goal for 2020.</p>	<p>4d. English Learner Progress</p> <p>Data from the 2019 administration of ELPAC and English Learner Progress Indicator will be used to establish a goal for 2020.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>State Priority/Metric 4e. English Language Learner Reclassification Rate as measured by the CA English Language Development Test (CELDT) and the upcoming "CA English Language Proficiency Assessment for California (ELPAC)," other local assessments, and staff recommendations.</p>	<p>State Priority/Metric 4e. English Language Learner Reclassification Rate</p> <p>2014-15: 54% of our EL students who had been in US schools less than 5 years attained English proficiency. 85% of our ELs who had been in US schools for 5 years or more attained English proficiency.</p>	<p>State Priority/Metric 4e. English Language Learner Reclassification Rate</p> <p>60% of our EL students who will have been in US schools less than 5 years will attain English proficiency; 85% of our EL students who will have been in US schools for 5 years or more will attain English proficiency. 99%-100% of students who will have been enrolled in Albany schools for 5 years or more will attain English proficiency.</p>	<p>State Priority/Metric 4e. English Language Learner Reclassification Rate</p> <p>24% of our EL students who will have been in US schools less than 5 years have attained English proficiency; 82% of our EL students who will have been in US schools for 5 years or more will attain English proficiency. 84% of students who will have been enrolled in Albany schools for 5 years or more will attain English proficiency.</p>	<p>4e. English Language Learner Reclassification Rate</p> <p>We will maintain that 25% of our EL students who will have been in US schools less than 5 years will attain English proficiency; 85% of our EL students who will have been in US schools for 5 years or more will attain English proficiency. 85% of students who will have been enrolled in Albany schools for 5 years or more will attain English proficiency.</p>
<p>State Priority/Metric 4f. Advanced Placement Exam Passage rates, as measure by the results published by the College Board.</p>	<p>State Priority/Metric 4f: Advanced Placement (AP) Exam Passage rates</p> <p>2015-2016: 47% (277/587) 11th and 12th grader students enrolled in at least one AP course.</p> <p>2015-2016: 85% of AP exams scored a 3 or better.</p>	<p>State Priority/Metric 4f. AP Exam Passage rates</p> <p>2017-18: We will maintain that approximately 45% of the high school's total 11th-12th grade enrollment will be enrolled in at least one AP class. We will maintain that approximately 80% of AP exams will score at 3 or better.</p>	<p>State Priority/Metric 4f. AP Exam Passage rates</p> <p>2018-19: We will maintain that approximately 45% of the high school's total 11th-12th grade enrollment will be enrolled in at least one AP class. We will maintain that approximately 80% of AP exams will score at 3 or better.</p>	<p>State Priority/Metric 4f: AP Exam Passage rates</p> <p>We will maintain that approximately 45% of the high school's total 11th-12th grade enrollment will be enrolled in at least one AP class. We will maintain that approximately 80% of AP exams will score at 3 or better.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>State Priority/Metric 4f: Advanced Placement Exam Passage rates, as measure by the results published by the College Board.</p> <p>Advanced Placement Enrollment statistics for under represented groups, as measured by counting the number of 11th and 12th grade students who identify as African American/Black or Hispanic/Latino, including those who identify as multi-ethnic, and who are enrolled in AP coursework.</p>	<p>State Priority/Metric 4f: Advanced Placement Exam Passage rates, as measure by the results published by the College Board.</p> <p>Advanced Placement Enrollment statistics for under represented groups</p> <p>2014-2015: 39.62% (21 of 53) of African American/Black students enrolled in AP coursework 36.24% (54 of 149) of Hispanic/Latino students enrolled in AP coursework</p> <p>2015-2016: 54.54% (24 of 44) of African American/Black students enrolled in AP coursework 35% (49 of 140) of Hispanic/Latino students enrolled in AP coursework</p> <p>2016-2017: 68.29% (28 of 41) of African American/Black</p>	<p>State Priority/Metric 4f: Advanced Placement Exam Passage rates</p> <p>We will continue to address the underrepresentation of African American/Black and Hispanic/Latino students in AP coursework. We will increase enrollment counts for these two groups by approximately one to five percentage points.</p>	<p>State Priority/Metric 4f: Advanced Placement Exam Passage rates</p> <p>We will continue to address the underrepresentation of African American/Black and Hispanic/Latino students in AP coursework. We will increase enrollment counts for these two groups by approximately one to five percentage points.</p>	<p>State Priority/Metric 4f: Advanced Placement Exam Passage rates</p> <p>We will continue to address the underrepresentation of African American/Black and Hispanic/Latino students in AP coursework. We will increase enrollment counts for these two groups by approximately one to five percentage points.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	<p>students enrolled in AP coursework 29.14% (44 of 151) of Hispanic/Latino students enrolled in AP coursework</p>			
<p>State Priority/Metric 4g. Early Assessment Program, as measured by 11th grade student performance on the Smarter Balanced Assessments in English and Math.</p>	<p>State Priority/Metric 4g. Early Assessment Program</p> <p>2015-2016 English: 60% of students exceeded standards, which translates to "Ready" 24% of students met standards, which translates to "Conditionally Ready."</p> <p>2015-2016 Mathematics: 46% of students exceeded standards, which translates to "Ready" 30% of students met standards, which translates to "Conditionally Ready."</p>	<p>State Priority/Metric 4g. Early Assessment Program</p> <p>We are projecting at least 75% of students to meet or exceed standards in both English and Math.</p>	<p>State Priority/Metric 4g. Early Assessment Program</p> <p>In 2018, 72% of students in grade 11 met or exceeded standards on the Smarter Balanced Summative assessment in English Language Arts and 62% of students in grade 11 met or exceeded standards on the Smarter Balanced Summative assessment in mathematics.</p>	<p>State Priority/Metric 4g. Early Assessment Program</p> <p>We are projecting at least 75% of students to meet or exceed standards in both English and Math.</p>
<p>State Priority/Metric 7a: Broad Course of study, as measured by middle and high school student</p>	<p>State Priority/Metric 7a: Broad Course of study</p>	<p>State Priority/Metric 7a: Broad Course of study</p>	<p>State Priority/Metric 7a: Broad Course of study</p>	<p>State Priority/Metric 7a: Broad Course of study</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
access to core classes and elective offerings.	<p>100% of our 6-8th Grade students have access to five core subject classes (English, Math, History, Science, and Physical Education) and up to two elective/enrichment classes.</p> <p>100% of our 9th-12th Grade students have access to all University of California “a-g subject course requirements,” and up two elective/enrichment courses per semester term.</p>	<p>100% of our 6-8th Grade students will continue to have access to five core subject classes (English, Math, History, Science, and Physical Education) and up to two elective/enrichment classes.</p> <p>100% of our 9th-12th Grade students will continue to have access to all University of California “a-g subject course requirements,” and up two elective/enrichment courses per semester term.</p>	<p>100% of students enrolled in grades 6-8 continue to have access to five core subject classes (English, mathematics, history, science, and physical education) and up to two elective/enrichment classes.</p> <p>100% of students enrolled in grades 9-12 have access to all University of California “a-g subject course requirements,” and up two elective/enrichment courses per semester term.</p>	<p>100% of our 6-8th Grade students will continue to have access to five core subject classes (English, Math, History, Science, and Physical Education) and up to two elective/enrichment classes.</p> <p>100% of our 9th-12th Grade students will continue to have access to all University of California “a-g subject course requirements,” and up two elective/enrichment courses per semester term.</p>
State Priority/Metric 7b: Programs and services developed and provided to English Language Learners, Low-Socioeconomic, and Foster Youth, as measured by student access to specialized services.	<p>State Priority/Metric 7b: Programs and services developed and provided to English Language Learners, Low-Socioeconomic, and Foster Youth</p> <p>100% of our students in K-12th grades identified through the CELDT as Beginner, Early Intermediate, and Intermediate are provided with additional</p>	<p>State Priority/Metric 7b: Programs and services developed and provided to English Language Learners, Low-Socioeconomic, and Foster Youth</p> <p>100% of our students in K-12th grades identified through the CELDT as Beginner, Early Intermediate, and Intermediate will continue to be provided</p>	<p>State Priority/Metric 7b: Programs and services developed and provided to English Language Learners, Low Socio-Economic, and Foster Youth</p> <p>100% of English Learners in grades TK-12 were provided with additional specialized services appropriate to their needs based on results from the</p>	<p>State Priority/Metric 7b: Programs and services developed and provided to English Language Learners, Low Socio-Economic, and Foster Youth</p> <p>100% of our students in K-12th grades identified through the ELPAC as Beginner, Early Intermediate, and Intermediate will continue to be provided</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	specialized services appropriate to their needs.	with additional specialized services appropriate to their needs.	California English Learner Proficiency Assessments for California.	with additional specialized services appropriate to their needs.
<p>State Priority/Metric 7c: Programs and services developed and provided to individuals with exceptional needs, as measured by student access to Special Education and 504 plan assessment and instructional services.</p>	<p>State Priority/Metric 7c:: Programs and services developed and provided to individuals with exceptional needs</p> <p>100% of our students in TK-12th grade identified through the Special Education or 504 assessment processes are provided with additional specialized services, modifications, and/or accommodations appropriate to their needs.</p>	<p>State Priority/Metric 7c: Programs and services developed and provided to individuals with exceptional needs</p> <p>100% of our students in TK-12th grade identified through the Special Education or 504 assessment processes will continue to be provided with additional specialized services, modifications, and/or accommodations appropriate to their needs.</p>	<p>State Priority/Metric 7c: Programs and services developed and provided to individuals with exceptional needs</p> <p>100% of students in grades TK-12 identified through the Special Education or 504 assessment processes were provided with additional specialized services, modifications, and/or accommodations appropriate to their needs.</p>	<p>State Priority/Metric 7c: Programs and services developed and provided to individuals with exceptional needs</p> <p>100% of our students in TK-12th grade identified through the Special Education or 504 assessment processes will continue to be provided with additional specialized services, modifications, and/or accommodations appropriate to their needs.</p>
<p>State Priority/Metric 8: Other Student Outcomes, as measured by completing a multi-disciplinary project; the 8th grade "I-SEARCH program and the 9th grade "Renewal Debate" program.</p>	<p>State Priority/Metric 8: Other Student Outcomes</p> <p>2016-2017 (99)% of 8th grade students successfully completed a multi-disciplinary, extended learning project (also known as the "I-Search").</p>	<p>State Priority/Metric 8: Other Student Outcomes</p> <p>We will maintain that 98% of our 8th Grade Students (~300) will successfully complete a multi-disciplinary, extended learning project (also known as the "I-Search").</p>	<p>State Priority/Metric 8: Other Student Outcomes</p> <p>99% of all students in grade eight (~300) successfully complete a multi-disciplinary, extended learning project (also known as the "I-Search").</p>	<p>State Priority/Metric 8: Other Student Outcomes</p> <p>We will maintain that 98% of our 8th Grade Students (~300) will successfully complete a multi-disciplinary, extended learning project (also known as the "I-Search").</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	2016-2017 96% of our 9th Grade Students successfully completed a multi-disciplinary, extended learning project (also known as the "Debate Project").	We will maintain that 97% of our 9th Grade Students (~300) will successfully complete a multi-disciplinary, extended learning project (also known as the "Debate Project").	99% of all students in grade nine (~300) successfully completed a multi-disciplinary, extended learning project (also known as "Freshman Forum").	We will maintain that 99-100% of our 9th Grade Students (~300) will successfully complete a multi-disciplinary, extended learning project (also known as the "Freshman Forum.")

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Action 1.1: We will implement the California Standards in English, English Language Development, Math, Science, and History/Social Studies. We will review and adopt California Standards-based curriculum materials.

Services:

1.1.1 We will staff, train, and support 5.0 Teachers on Special Assignment to provide coaching and to facilitate planning and collaboration with staff.

1.1.2 We will collaboratively plan professional development to include district-wide professional development days, summer and Saturday workshops, and extra projects for hourly pay.

1.1.3 We will support a review and adoption process for Reading/Language Arts materials that are aligned to the new CA English Language Arts/English Language Development standards and frameworks in grades K-5. We will provide training, materials & supplies, time for collaboration and planning, conference registration fees and related travel expenses.

1.1.4 We will provide professional development in Culturally Responsive Pedagogy.

1.1.5 We will support the development and implementation of a new Comprehensive Sexuality Education Program for students in 7th Grade.

Action 1.1: We will implement the California Standards in English, English Language Development, Math, Science, and History/Social Studies. We will review and adopt California Standards-based curriculum materials.

Services:

1.1.1 We will staff, train, and support 3 FTE TK-5 Teachers on Special Assignment to provide coaching and to facilitate planning and collaboration with staff. We will staff, train, and support 0.2 FTE Secondary Teachers on Special Assignment to facilitate school climate initiatives.

1.1.2 We will collaboratively plan professional development to include district-wide professional development days and Wednesday collaboration time.

1.1.3 We will support the newly adopted materials for reading and language arts in grades TK-5.

1.1.4 We will provide professional development in Culturally Responsive Teaching and Practices.

1.1.5 The development and implementation of a new Comprehensive Sexuality Education Program for students in 7th Grade was fully implemented in 2017-2018.

Action 1.1: We will implement the California Standards in English, English Language Development, Math, Science, and History/Social Studies. We will review and adopt California Standards-based curriculum materials.

Services:

1.1.1 We will staff, train, and support a 0.2 FTE Secondary Teacher on Special Assignment to facilitate school climate initiatives. The 3 FTE K-5 Teachers on Special Assignment positions will be discontinued as of June 2019. These positions were temporary and funded by one-time funds.

1.1.2 We will collaboratively plan professional development to include district-wide professional development days and Wednesday collaboration time.

1.1.3 We will support the K-5 reading and writing program.

1.1.4 We will provide professional development in Culturally Responsive Teaching and Practices.

1.1.5 The development and implementation of a new Comprehensive Sexuality Education Program for students in 7th Grade was fully implemented in 2017-2018.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$574,524	\$616,337	\$358,000
Source	CA Standards One-Time Allocation	Base	Base
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$26,000	\$176,624	\$74,682
Source	Educator Effectiveness Grant	Base	Base
Budget Reference	Materials & Supplies	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount	\$25,000	\$25,000	\$25,000
Source	Educator Effectiveness Grant	Parcel Tax	Parcel Tax
Budget Reference	Other Services	4000-4999: Books And Supplies	4000-4999: Books And Supplies
Amount	\$80,000	\$32,000	\$20,000
Source	Educator Effectiveness Grant	Supplemental	Supplemental
Budget Reference	Salary & Benefits	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures
Amount	\$22,000		
Source	Supplemental		
Budget Reference	Salary & Benefits		

Amount	\$10,000	\$76,000	\$76,000
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Other Services	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount		\$22,251	\$22,270
Source		Supplemental	Supplemental
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

2017-18 Actions/Services

Action 1.2: We will provide academic intervention for students who struggle in English and Math and are identified according to need using standards-based

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

Action 1.2: We will provide academic intervention for students who struggle in English and Math and are identified according to need using standards-based

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

Action 1.2: We will provide academic intervention for students who struggle in English and Math and are identified according to need using standards-based

assessments and those who are identified are unduplicated pupils. This is also a strategy to address performance gaps for English Language Learners and students from low-socioeconomic backgrounds.

Services:

1.2.1 We will staff Intervention Specialists to provide research-based instructional strategies.

1.2.2 We will provide course sections of ELA and Math at the Secondary Schools to provide research-based intervention instruction that supports core access to ELA and Math Standards.

1.2.3 We will provide the FLEX Program to offer mentoring, intervention, and tutoring to students in High School who struggle to meet CA State Standards.

assessments and those who are identified are unduplicated pupils. This is also a strategy to address performance gaps for English Language Learners and students from low-socioeconomic backgrounds.

Services:

1.2.1 We will staff Intervention Specialists (4.77 FTE) to provide research-based instructional strategies.

1.2.2 We will provide course sections of ELA and Math at the Secondary Schools (2.0 FTE) to provide research-based intervention instruction that supports core access to ELA and Math Standards.

1.2.3 We will provide the FLEX Program to offer mentoring, intervention, and tutoring to students in High School who struggle to meet CA State Standards.

assessments and those who are identified are unduplicated pupils. This is also a strategy to address performance gaps for English Language Learners and students from low-socioeconomic backgrounds.

Services:

1.2.1 We will staff Intervention Specialists (4.77 FTE) to provide research-based instructional strategies.

1.2.2 We will provide course sections of ELA and Math at the Secondary Schools (2.0 FTE) to provide research-based intervention instruction that supports core access to ELA and Math Standards.

1.2.3 We will provide the FLEX Program to offer mentoring, intervention, and peer and teacher-led tutoring to students in High School who struggle to meet California State Standards.

1.2.4: We will provide academic intervention to students not meeting standards in English language arts and mathematics as measured by Smarter Balanced Summative assessment results.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$701,032	\$397,139	\$431,832
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$76,184	\$66,187	\$68,836
Source	Title I	Title I	Title I
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount		\$22,213	\$24,140
Source		Supplemental	Supplemental
Budget Reference		2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount		\$214,321	\$213,853
Source		Supplemental	Supplemental
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$36,493	\$28,111
Source		Title I	Title I
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$14,364	\$23,364
Source		Supplemental	Supplemental
Budget Reference		4000-4999: Books And Supplies	4000-4999: Books And Supplies

Amount		\$12,653	\$6,238
Source		Title I	Title I
Budget Reference		4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 1.3: We will provide English Language Development Programs for students who are identified as English Language Learners.

Services:
1.3.1: We will staff English Language Development (ELD) Specialist Teachers for each school site.

2018-19 Actions/Services

Action 1.3: We will provide English Language Development Programs for students who are identified as English Learners.

Services:
1.3.1: We will staff English Language Development Specialists (7.4 FTE) TK-12.

2019-20 Actions/Services

Action 1.3: We will provide English Language Development Programs for students who are identified as English Learners.

Services:
1.3.1: We will staff English Language Development Specialists (7.4 FTE) TK-12.

1.3.2: We will administer CA English Language Development Tests (or the new English Language Proficiency Assessments) in late summer and/or early in the school year so that instructional services can begin as soon as possible.

1.3.3: We will review and purchase curriculum that is aligned with the new CA English Language Arts/English Language Development Standards and Frameworks.

1.3.4: We will provide Professional Development to ELD Teachers and General Education Teachers in the areas of California Standards and Language Development Instructional Strategies.

1.3.5: We will provide a summer “bridge” program for 5th grade English Learners who are transitioning to the middle school.

1.3.2: We will administer the English Language Proficiency Assessments for California (ELPAC) in late summer and/or early in the school year so that instructional services can begin as soon as possible.

1.3.3: We will review and purchase curriculum that is aligned with the new CA English Language Arts/English Language Development Standards and Frameworks.

1.3.4: We will provide Professional Development to ELD and General Education Teachers in the areas of California Standards and Language Development Instructional Strategies.

1.3.5: We will provide a summer “bridge” program for 5th grade English learners who are transitioning to the middle school.

1.3.2: We will administer the English Language Proficiency Assessments for California (ELPAC).

1.3.3: We will review and purchase curriculum that is aligned with the new CA English Language Arts/English Language Development Standards and Frameworks.

1.3.4: We will provide Professional Development to ELD and General Education Teachers in the areas of California Standards and Language Development Instructional Strategies.

1.3.5: We will provide a summer “bridge” program for 5th grade English learners who are transitioning to the middle school.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$702,392	\$468,759	\$480,470
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$46,500	\$96,573	\$96,085
Source	Supplemental	Federal Funds	Federal Funds
Budget Reference	Materials & Supplies	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Amount	\$75,786	\$45,043	\$45,390
Source	Title I	Federal Funds	Federal Funds
Budget Reference	Salary & Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount	\$54,089	\$16,988	\$17,201
Source	Title III	Supplemental	Supplemental
Budget Reference	Salary & Benefits	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount		\$254,063	\$257,692
Source		Supplemental	Supplemental
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$2,800	\$2,856
Source		Base	Base
Budget Reference		1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount		\$574	\$586
Source		Base	Base
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$46,500	\$20,000
Source		Supplemental	Supplemental
Budget Reference		4000-4999: Books And Supplies	4000-4999: Books And Supplies

Amount		\$4,218	\$4,227
Source		Federal Funds	Federal Funds
Budget Reference		4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Specific Schools: Albany Middle School and Albany High School
 Specific Grade Spans: 8th and 9th grades

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

Action 1.4: We will provide project-based, cross-disciplinary extended learning opportunities in our instruction.

Services:
 1.4.1: We will provide professional development to teachers on how to provide instruction in research, reading for

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

Action 1.4: We will provide project-based, cross-disciplinary extended learning opportunities in our instruction.

Services:
 1.4.1: We will provide professional development to teachers on how to provide instruction in research, reading for

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2019-20 Actions/Services

Action 1.4: We will provide project-based, cross-disciplinary extended learning opportunities in our instruction.

Services:
 1.4.1: We will provide professional development to teachers on how to provide instruction in research, reading for

information, writing informational reports, and writing opinion/argumentative essays. 1.4.2: We will purchase instructional materials and supplies.	information, writing informational reports, and writing opinion/argumentative essays. 1.4.2: We will purchase instructional materials and supplies.	information, writing informational reports, and writing opinion/argumentative essays. 1.4.2: We will purchase instructional materials and supplies.
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Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$5,000	\$5,000	\$5,000
Source	Base	Base	Base
Budget Reference	Salary & Benefits	4000-4999: Books And Supplies	4000-4999: Books And Supplies
Amount	\$5,000		
Source	Base		
Budget Reference	Materials & Supplies		

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<p>Students to be Served: (Select from All, Students with Disabilities, or Specific Student Groups)</p> <p>All</p>	<p>Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)</p> <p>Specific Schools: Albany High School and MacGregor High School</p>
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OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

<p>Students to be Served: (Select from English Learners, Foster Youth, and/or Low Income)</p> <p>[Add Students to be Served selection here]</p>	<p>Scope of Services: (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))</p> <p>[Add Scope of Services selection here]</p>	<p>Location(s): (Select from All Schools, Specific Schools, and/or Specific Grade Spans)</p> <p>[Add Location(s) selection here]</p>
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Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

Unchanged Action

Unchanged Action

2017-18 Actions/Services

Action 1.5: We will provide Career Technical Education Programs. (Estimated 20 sections)

Services:
1.5.1: We will staff and train teachers.

1.5.2: We will purchase materials and supplies, including specialized equipment.

2018-19 Actions/Services

Action 1.5: We will provide Career Technical Education Programs.

Services:
1.5.1: We will staff and train teachers (5.0 FTE).

1.5.2: We will purchase materials and supplies, including specialized equipment.

2019-20 Actions/Services

Action 1.5: We will provide Career Technical Education Programs.

Services:
1.5.1: We will staff and train teachers (4.8 FTE)..

1.5.2: We will purchase materials and supplies, including specialized equipment.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$416,000	\$67,699	\$69,640
Source	Base	Base	Base
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$60,000	\$210,572	\$218,138
Source	Base	CCCOE-ROP Funds & LCFF 9-12 Add-On Funds	CCCOE-ROP Funds & LCFF 9-12 Add-On Funds
Budget Reference	Materials & Supplies	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Amount		\$102,375	\$105,446
Source		Parcel Tax	Parcel Tax
Budget Reference		1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount		\$35,610	\$37,310
Source		Base	Base
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$100,216	\$114,164
Source		CCCOE-ROP Funds & LCFF 9-12 Add-On Funds	CCCOE-ROP Funds & LCFF 9-12 Add-On Funds
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$50,851	\$53,824
Source		Parcel Tax	Parcel Tax
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$30,000	\$30,000
Source		CCCOE-ROP Funds & LCFF 9-12 Add-On Funds	CCCOE-ROP Funds & LCFF 9-12 Add-On Funds
Budget Reference		4000-4999: Books And Supplies	4000-4999: Books And Supplies Materials and Supplies
Amount		\$55,000	\$80,000
Source		Other	Base
Budget Reference		6000-6999: Capital Outlay	6000-6999: Capital Outlay

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Specific Schools: Albany High School

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 1.6: We will provide Advanced Placement Courses in Math, Science, Humanities, and other departments. (Estimated 27 sections)

Services:
1.6.1: We will staff and train teachers.

2018-19 Actions/Services

Action 1.6: We will provide Advanced Placement Courses in Math, Science, Humanities, and other departments.

Services:
1.6.1: We will staff and train teachers.

2019-20 Actions/Services

Action 1.6: We will provide Advanced Placement Courses in Math, Science, Humanities, and other departments.

Services:
1.6.1: We will staff and train teachers.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$560,000	\$402,000	\$402,000
Source	Base	Base	Base
Budget Reference	Salary and Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Amount		\$216,795	\$218,483
Source		Base	Base
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 1.7: We will provide a Visual and Performing Arts (VAPA) program for students in grades K-12.

Services:
1.7.1: We will provide music instruction to all students in grades 1-5 and music electives in grades 6-12.

2018-19 Actions/Services

Action 1.7: We will provide a Visual and Performing Arts (VAPA) program for students in grades K-12.

Services:
1.7.1: We will provide music instruction to all students in grades 1-5 and music electives in grades 6-12 (4.55 FTE).

2019-20 Actions/Services

Action 1.7: We will provide a Visual and Performing Arts (VAPA) program for students in grades 1-12.

Services:
1.7.1: We will provide music instruction to all students in grades 1-5 and music electives in grades 6-12 (4.55 FTE).

<p>1.7.2: We will provide visual arts electives in grades 7-12.</p> <p>1.7.3: We will provide performing arts electives in grades 7-12.</p>	<p>1.7.2: We will provide visual arts electives in grades 7-12 (1.5 FTE).</p> <p>1.7.3: We will provide performing arts electives in grades 7-12 (1.5 FTE).</p>	<p>1.7.2: We will provide visual arts electives in grades 7-12 (1.5 FTE).</p> <p>1.7.3: We will provide performing arts electives in grades 7-12 (1.5 FTE).</p>
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Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$416,000	\$179,744	\$202,120
Source	Base	Base	Base
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$520,000	\$373,746	\$389,531
Source	Parcel Tax	Parcel Tax	Parcel Tax
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$5,000	\$81,931	\$96,980
Source	Base	Base	Base
Budget Reference	Materials & Supplies	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$181,472	\$193,954
Source		Parcel Tax	Parcel Tax
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits

Action 8

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

Action 1.8: We will provide access to technology for students and staff to support learning and assessment.

Services:

1.8.1: We will maintain the staffing of two technicians to update and maintain hardware and software.

1.8.2: We will maintain and refresh current computer devices for student and staff use.

1.8.3 We will provide professional development related to the integration of technology into classroom instruction.

2018-19 Actions/Services

Action 1.8: We will provide access to technology for students and staff to support learning and assessment.

Services:

1.8.1: We will maintain technology staff (4.0 FTE) to update and maintain hardware and software and provide program support districtwide.

1.8.2: We will maintain and refresh current computer devices for student and staff use.

1.8.3 We will provide professional development related to the integration of technology into classroom instruction.

2019-20 Actions/Services

Action 1.8: We will provide access to technology for students and staff to support learning and assessment.

Services:

1.8.1: We will maintain technology staff (3.0 FTE) to update and maintain hardware and software and provide program support districtwide.

1.8.2: We will maintain and refresh current computer devices for student and staff use.

1.8.3 We will provide professional development related to the integration of technology into classroom instruction.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$457,000	\$293,985	\$196,161
Source	Base	Base	Base
Budget Reference	Salary & Benefits	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$185,000	\$171,422	\$128,326
Source	Base	Base	Base
Budget Reference	Materials & Supplies	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$62,000	\$62,000
Source		Base	Base
Budget Reference		4000-4999: Books And Supplies	4000-4999: Books And Supplies
Amount		\$108,000	\$108,000
Source		Base	Base
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures
Amount		\$15,000	\$15,000
Source		Base	Base
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures

Amount		\$5,000	\$5,000
Source		Parcel Tax	Parcel Tax
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures

Action 9

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

Action 1.9: We will provide library programs to students and staff to support learning.

Services:
1.9.1: We will staff fully credentialed librarians. (5.0 FTE)

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

Action 1.9: We will provide library programs to students and staff to support learning.

Services:
1.9.1: We will staff fully credentialed librarians (5.0 FTE).

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

Action 1.9: We will provide library programs to students and staff to support learning.

Services:
1.9.1: We will staff fully credentialed librarians.

1.9.2: We will staff qualified library technicians. (0.5FTE)

1.9.2: We will staff qualified library technicians (0.65FTE).

1.9.2: Due to the District's structural deficit, we will not staff (0.65 FTE) library technicians. This action will be discontinued in 2019-2020.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$625,000	\$429,595	\$425,311
Source	Base	Parcel Tax	Parcel Tax
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount		\$17,992	\$18,217
Source		Parcel Tax	Parcel Tax
Budget Reference		2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount		\$191,986	\$228,648
Source		Parcel Tax	Parcel Tax
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits

Action 10

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 1.10 We will attract and retain a highly qualified and diverse staff.

Services:
 1.10.1 We will recruit for positions using multiple strategies for communicating and networking.

1.10.2 We will provide a BTSA-Induction Program for teachers who need to clear their preliminary credentials.

2018-19 Actions/Services

Action 1.10 We will attract and retain a highly qualified and diverse staff.

Services:
 1.10.1 We will recruit for positions using multiple strategies for communicating and networking.

1.10.2 We will provide a Beginning Teacher Support and Assessment Program (now known as Induction) for teachers who need to clear their preliminary credentials.

2019-20 Actions/Services

Action 1.10 We will attract and retain a highly qualified and diverse staff.

Services:
 1.10.1 We will recruit for positions using multiple strategies for communicating and networking.

1.10.2 We will provide an Induction Program for teachers who need to clear their preliminary credentials.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$30,000	\$32,000	\$30,000
Source	Educator Effectiveness Grant	Title II	Title II
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Amount	\$10,000	\$6,544	\$6,259
Source	Educator Effectiveness Grant	Title II	Title II
Budget Reference	Other Services	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$400	\$400
Source		Title II	Title II
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures
Amount		\$9,467	\$8,137
Source		Title II	Title II
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 2

Goal #2: We will identify individual social-emotional and behavior needs and apply collaborative appropriate interventions. We will 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.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 5: Pupil Engagement (Engagement)
 Priority 6: School Climate (Engagement)

Local Priorities: Albany Strategic Plan Two "Supporting the Whole Child" AUSD Single Plans for Student Achievement

Identified Need:

Identified Essential Need: The most essential student needs are related to providing a school culture that respects and embraces diversity. Our students need a school climate that is free from discrimination and hate. We do not at this time have a quantifiable metric, but local, regional and national expressions of hate speech have impacted many students, staff, and community members.

Identified Essential Need: As reported on the California School Dashboard, suspension rates have declined for every subgroup except students identified as Two or More Races. However, the new CA Dashboard does not disaggregate by gender. Our essential need is related to suspension rates by gender. There is a higher rate of suspension for male students as compared to female students.

Other identified needs are as follows:

State Priority/Metric 5a-e: Pupil Engagement

5a School Attendance Rates

- 2017-2018 Average Daily Attendance Rate: 96.58%.

5b Chronic Absenteeism Rates

- 2018 California School Dashboard: 5.4%

5e High School Graduation Rate

- 2018 California School Dashboard: 92.9%

State Priority/Metric 6: School Climate

6c Other Local Measures (2018 CA Healthy Kids Survey)

- When asked about the extent to which students felt a part of the school, 84% of 5th graders reported feeling part of the school all or most of the time. 69% of 7th graders, 58% of 9th graders, and 47% of 11th graders strongly agreed or agreed that they felt like part of the school.
- When asked about feeling close to people at the school, 61% of 5th graders indicated feeling close to people at school all or most of time, 69% of 7th graders, 67% of 9th graders, and 57% of 11th graders agreed or strongly agreed that they felt close to people at their school.
- When asked about feeling safe at school, 92% of students in grade 5 indicated they feel safe all or most of the time. In grades 7, 9 and 11, 71% of students in grade 7, 63% of students in grade 9, and 60% of students in grade 11 strongly agreed or agreed with the statement that they feel safe at their school.
- When student responses to feeling safe or very safe at school are were disaggregated by ethnicity and grade level, Asian students reported the highest rates of feeling safe or very safe at school. 78% of Asian students in grade 7 reported feeling safe or very safe at school compared to 76% in grade 9 and 76% in grade 11. Students identifying as Hispanic/Latino and two or more races reported the lowest overall rates of feeling safe or very safe at school. Among Hispanic/Latino students, 67% in grade 7, 60% in grade 9, and 55% in grade 11 reported feeling safe or very safe at school. Among students identifying as two or more races, 70% of 7th graders, 56% of 9th graders, and 57% of 11th graders reported feeling safe or very safe at school.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.	State Priority/Metric 5a-e: Pupil Engagement: 5a School Attendance Rates 2016-2017 Average Daily Attendance Rate is ~94%.	State Priority/Metric 5a-e Pupil Engagement 5a: Average Daily Attendance Rates will remain above 95%.	State Priority/Metric 5a-e Pupil Engagement 5a: Average Daily Attendance Rates are currently about 95% (95.6%).	State Priority/Metric 5a-e Pupil Engagement 5a: Average Daily Attendance Rates will remain above 95%.
State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.	State Priority/Metric 5b Chronic Absenteeism Rates 2016-17 Moderately Chronic Absenteeism (missing between 10% and 19.99% of the school year) = 1.5% 2016-17 Severely Chronic Absenteeism (missing more than 20% of the school year) = 5%	State Priority/Metric 5b Chronic Absenteeism Rates Chronic Absence Rates will remain below 5%.	State Priority/Metric 5b Chronic Absenteeism Rates The District's chronic absenteeism rate is currently 5.4%. The District will reduce its rate of chronic absenteeism by at least 1% in the 2019-2020 school year.	State Priority/Metric 5b Chronic Absenteeism Rates Chronic Absence Rates will remain below 5%.
State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.	State Priority/Metric 5c Middle School Drop-Out Rate 2015-16 = 0% (0 students)	State Priority/Metric 5c Middle School Drop-Out Rate The Middle School Drop-Out rate will remain at 0%.	State Priority/Metric 5c Middle School Drop-Out Rate There was a total of one (1) middle school dropout as reported for 2016-2017 (the most recent year for which data is available).	State Priority/Metric 5c Middle School Drop-Out Rate The middle school will have zero dropouts.

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.</p>	<p>State Priority/Metric 5d High School Drop-Out Rate</p> <p>2015-16 = 4.8% (15 students)</p>	<p>State Priority/Metric 5d High School Drop-Out Rate</p> <p>The High School Drop-Out rate will remain below 5%.</p>	<p>State Priority/Metric 5d High School Drop-Out Rate</p> <p>The High School Drop-Out rate is currently 0.5% and will remain below 5%.</p>	<p>State Priority/Metric 5d High School Drop-Out Rate</p> <p>The High School Drop-Out rates will remain below 5%.</p>
<p>State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.</p>	<p>State Priority/Metric 5e High School Graduation Rate</p> <p>2015-16 93.3%</p>	<p>State Priority/Metric 5e High School Graduation Rate</p> <p>The High School Graduation rate will remain above 95%.</p>	<p>State Priority/Metric 5e High School Graduation Rate</p> <p>The High School Graduation rate is currently 92.% as reported on the California School Dashboard. The District will increase its high school graduation rate to 95%.</p>	<p>State Priority/Metric 5e High School Graduation Rate</p> <p>The High School Graduation rate will be above 95%.</p>
<p>State Priority/Metric 5a-e: Pupil Engagement as measured by attendance rates, drop-out rates, graduation rates, suspension and expulsion rates, and responses from the CA Healthy Kids Survey.</p>	<p>State Priority/Metric 6: School Climate: 6a Albany High School Pupil Suspension Rate 2015-16: 2.3% (17 suspensions)</p> <p>MacGregor Continuation High School Pupil Suspension Rate 2015-16: 5.8% (1 suspension)</p>	<p>State Priority/Metric 6: School Climate</p> <p>The High School Suspension rates will remain below 4%.</p>	<p>State Priority/Metric 6: School Climate</p> <p>The High School Suspension is currently below 1%. The District will maintain its high school suspension rates below 1% in 2019-2020.</p>	<p>State Priority/Metric 6: School Climate</p> <p>The High School Suspension rates will remain below 4%.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	<p>State Priority/Metric 6b Albany High School Pupil Expulsion Rate</p> <p>2014-15: 0.2%</p> <p>6b MacGregor Continuation High School Pupil Expulsion Rate</p> <p>2014-15: 0%</p>	<p>State Priority/Metric 6b Albany High School Pupil Expulsion Rate</p> <p>The High School Expulsion rate will remain below 1%</p>	<p>State Priority/Metric 6b Albany High School Pupil Expulsion Rate</p> <p>The High School Expulsion rate is currently 0%. The District will maintain an expulsion rate below 1% in 2019-2020.</p>	<p>State Priority/Metric 6b Albany High School Pupil Expulsion Rate</p> <p>The High School Expulsion rates will remain below 1%</p>
	<p>State Priority/Metric 6c Other Local Measures (2016 CA Healthy Kids Survey)</p> <p>95% of 7th, 91% of 9th, and 91% of 11th graders reported Moderate to High levels of School Connectedness.</p> <p>78% of 7th, 91% of 9th, and 91% of 11th graders reported Moderate to High levels of Meaningful Participation.</p>	<p>State Priority/Metric 6c Other Local Measures (2016 CA Healthy Kids Survey)</p> <p>We will administer the CA Healthy Kids Survey in spring, 2018 and compare results to those from 2016. We will also identify new questions that target issues of equity and inclusion by finding questions that can begin to measure baselines and progress on those dimensions.</p>	<p>State Priority/Metric 6c Other Local Measures (2016 CA Healthy Kids Survey)</p> <p>Results from the 2017- 2018 CHKS show that 84% of 5th graders reported feeling part of the school all or most of the time; 69% of 7th graders, 58% of 9th graders, and 47% of 11th graders strongly agreed or agreed that they felt like part of the school; 61% of 5th graders indicated feeling close to people at school all or most of time; 69% of 7th graders, 67% of 9th</p>	<p>State Priority/Metric 6c Other Local Measures (CA Healthy Kids Survey)</p> <p>The CHKS survey will be administered during the 2019-2020 school year and the District will maintain or increase the percentage of students feeling a part of. safe, and connected to the school they attend.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
			graders, and 57% of 11th graders agreed or strongly agreed that they felt close to people at their school; 92% of students in grade 5 indicated they feel safe all or most of the time; and 71% of students in grade 7, 63% of students in grade 9, and 60% of students in grade 11 strongly agreed or agreed with the statement that they feel safe at their school.	

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

Action 2.1: We will provide a robust attendance reporting and intervention program.

Services:

2.1.1: We will identify students at-risk of “severe chronic (>20%)” and “moderate (between 10% and 19.99%)” absence rates.

2.1.2: We will intervene with communication and counseling services.

2.1.3: We will staff and train classified clerical staff for every school site and at the district office.

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

Action 2.1: We will provide a robust attendance reporting and intervention program.

Services:

2.1.1: We will identify students at-risk of “severe chronic (>20%)” and “moderate (between 10% and 19.99%)” absence rates.

2.1.2: We will intervene with site and District level communication and counseling services.

2.1.3: We will staff and train classified clerical staff for every school site and at the district office (6.85 FTE).

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

Action 2.1: We will provide a robust attendance reporting and intervention program.

Services:

2.1.1: We will identify students at-risk of “severe chronic (>20%)” and “moderate (between 10% and 19.99%)” absence rates.

2.1.2: We will intervene with site and District level communication, targeted intervention, and counseling services.

2.1.3: We will staff and train classified clerical staff for every school site and at the district office.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$205,763	\$135,466	\$130,919
Source	Base	Base	Base
Budget Reference	Salary & Benefits	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries

Amount	\$211,343	\$100,977	\$102,124
Source	Parcel Tax	Parcel Tax	Parcel Tax
Budget Reference	Salary & Benefits	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount	\$3,500	\$78,698	\$96,142
Source	Base	Base	Base
Budget Reference	Other Services	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$106,371	\$89,549
Source		Parcel Tax	Parcel Tax
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$6,000	\$6,000
Source		Base	Base
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures
Amount		\$6,790	\$6,790
Source		Parcel Tax	Parcel Tax
Budget Reference		4000-4999: Books And Supplies	4000-4999: Books And Supplies
Amount			\$50,000
Source			Supplemental
Budget Reference			2000-2999: Classified Personnel Salaries

Amount			\$28,000
Source			Supplemental
Budget Reference			3000-3999: Employee Benefits

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Specific Schools: Albany High School, MacGregor High School, Albany Middle School

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 2.2: We will provide counseling services for academic and intervention to students in grades 6-12th.

Services:
2.2.1: We will staff and train counselors for Albany Middle, Albany High, and MacGregor High Schools.
AMS: 6-8: 1.5 Counselors

2018-19 Actions/Services

Action 2.2: We will provide counseling services for academic and intervention to students in grades 6-12th.

Services:
2.2.1: We will staff and train counselors for Albany Middle, Albany High, and MacGregor High Schools.
AMS: 6-8: 1.5 Counselors

2019-20 Actions/Services

Action 2.2: We will provide counseling services for academic and intervention to students in grades 6-12th.

Services:
2.2.1: We will staff and train counselors for Albany Middle, Albany High, and MacGregor High Schools.
AMS: 6-8: 1.5 Counselors

AHS: 9-12: 3.6 Counselors
 MAC: 10-12: 0.4 FTE Counselors

2.2.2: We will provide counselors with program funds, training and professional development.

AHS: 9-12: 3.6 Counselors
 MAC: 10-12: 0.4 FTE Counselors

2.2.2: We will provide counselors with program funds, training and professional development.

AHS: 9-12: 3.6 Counselors
 MAC: 10-12: 0.4 FTE Counselors

2.2.2: We will provide counselors with program funds, training and professional development.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$564,309	\$402,096	\$423,044
Source	Parcel Tax	Parcel Tax	Parcel Tax
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount		\$211,836	\$229,133
Source		Parcel Tax	Parcel Tax
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$5,000	\$5,000
Source		Parcel Tax	Parcel Tax
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

2017-18 Actions/Services

Action 2.3: We will provide a School Social Worker and Mental Health services programs.

Services:

2.3.1: We will staff Mental Health Specialists

2.3.2: We will contract with a coordinator of Mental Health programs who will supervise Interns.

2.3.3: We will staff a School Social Worker.

2018-19 Actions/Services

Action 2.3: We will provide a School Social Worker and Mental Health services programs.

Services:

2.3.1: We will staff Mental Health Specialists (1.0 FTE).

2.3.2: We will contract with a coordinator of Mental Health programs who will supervise Interns.

2.3.3: We will staff a School Social Worker (0.6 FTE).

2019-20 Actions/Services

Action 2.3: We will provide a School Social Worker and Mental Health services programs.

Services:

2.3.1: We will staff Mental Health Specialists (1.0 FTE).

2.3.2: We will contract with a coordinator of Mental Health programs who will supervise Interns.

2.3.3: We will staff a School Social Worker (0.6 FTE).

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$199,912	\$40,455	\$42,164
Source	Parcel Tax	Supplemental	Supplemental
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Amount	\$62,116	\$138,206	\$138,206
Source	Supplemental	Parcel Tax	Parcel Tax
Budget Reference	Other Services	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$5,000	\$24,343	\$25,498
Source	Parcel Tax	Supplemental	Supplemental
Budget Reference	Other Services	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$43,096	47,925
Source		Parcel Tax	Parcel Tax
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$12,000	\$12,000
Source		Parcel Tax	Parcel Tax
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

2017-18 Actions/Services

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

Services:

2.4.1: We will provide a part-time Safe & Inclusive Schools Coordinator.

2.4.2: We will coordinate programs including the Elementary Conflict Managers, the Middle School Safe School Ambassadors, the AHS Advisory and AHS Associated Student Body Leadership Team.

2.4.3: We will teach curriculum specific to character building, social-emotional growth, and empowerment. These include Speak-Up/Be Safe, Second-Step, Physical and Sexual Health, & 9th Grade Identity, Health, & Society.

2.4.4: We will provide clubs and extracurricular activities so that students are engaged with activities that broaden their interests.

2.4.5: We will review curriculum so that issues of equity and inclusion are

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

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

Services:

2.4.1: We will provide a part-time Safe & Inclusive Schools Coordinator (0.6 FTE).

2.4.2: We will coordinate programs including the Elementary Conflict Managers, the Middle School Safe School Ambassadors, the AHS Advisory and AHS Associated Student Body Leadership Team.

2.4.3: We will teach curriculum specific to character building, social-emotional growth, and empowerment. These include Speak-Up/Be Safe, Second-Step, Physical and Sexual Health, & 9th Grade Identity, Health, & Society.

2.4.4: We will provide clubs and extracurricular activities so that students are engaged with activities that broaden their interests.

2.4.5: We will review curriculum so that issues of equity and inclusion are

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

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

Services:

2.4.1: We will provide a part-time K-8 Safe & Inclusive Schools Coordinator (0.6 FTE).

2.4.2: We will coordinate programs including the Elementary Conflict Managers, the Middle School Safe School Ambassadors, the AHS Advisory and AHS Associated Student Body Leadership Team.

2.4.3: We will teach curriculum specific to character building, social-emotional growth, and empowerment. These include Speak-Up/Be Safe, Second-Step, Physical and Sexual Health, & 9th Grade Identity, Health, & Society.

2.4.4: We will provide clubs and extracurricular activities so that students are engaged with activities that broaden their interests.

2.4.5: We will review curriculum so that issues of equity and inclusion are

considered and so that students learn social justice competencies.

2.4.6: We will provide professional development to all staff so that issues of equity and inclusion are strengthened and so that staff learn how to teach social justice competencies.

considered and so that students learn social justice competencies.

2.4.6: We will provide professional development to all staff so that issues of equity and inclusion are strengthened and so that staff learn how to teach social justice competencies.

considered and so that students learn social justice competencies.

2.4.6: This action is discontinued for the 2019-2020 school year as there are currently two additional LCAP actions (1.1.4 and 3.1.6) that address providing professional development in the areas of culturally responsive teaching, equity and inclusion.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$86,168	\$60,395	\$59,410
Source	Parcel Tax	Parcel Tax	Parcel Tax
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$7,000	\$28,666	\$29,329
Source	Parcel Tax	Parcel Tax	Parcel Tax
Budget Reference	Materials & Supplies	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount	\$20,000	\$5,000	\$5,000
Source	Educator Effectiveness Grant	Parcel Tax	Parcel Tax
Budget Reference	Salaries & Benefits	4000-4999: Books And Supplies	4000-4999: Books And Supplies
Amount	\$5,000		
Source	Educator Effectiveness Grant		
Budget Reference	Other Services		

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Students to be Served selection here]

[Add Scope of Services selection here]

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 2.5: We will provide an athletics program for students in grades 4-12.

Services:

2.5.1: We will staff an Athletics Director to coordinate programs.

2.5.2: We will staff Athletics Coaches.

2.5.3: We will provide equipment, supplies, and transportation.

2018-19 Actions/Services

Action 2.5: We will provide an athletics program for students in grades 4-12.

Services:

2.5.1: We will staff an Athletics Director (0.8 FTE) to coordinate programs.

2.5.2: We will staff Athletics Coaches.

2.5.3: We will provide equipment, supplies, and transportation.

2019-20 Actions/Services

Action 2.5: We will provide an athletics program for students in grades 4-12.

Services:

2.5.1: We will staff an Athletics Director to coordinate programs.

2.5.2: We will staff Athletics Coaches.

2.5.3: We will provide equipment, supplies, and transportation.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$265,540	\$50,638	\$105,254
Source	Parcel Tax	Parcel Tax	Parcel Tax
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount	\$40,000	\$150,000	\$150,000
Source	Parcel Tax	Parcel Tax	Parcel Tax
Budget Reference	Other Services	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount		\$69,735	\$88,740
Source		Parcel Tax	Parcel Tax
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$40,000	\$40,000
Source		Parcel Tax	Parcel Tax
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures
Amount		\$5,000	\$5,000
Source		Parcel Tax	Parcel Tax
Budget Reference		4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 2.6: We will provide a Physical Education program so that all students are engaged in physical activity that keeps them healthy and engaged in school.

Services:

2.6.1: We will staff credentialed Physical Education teachers for every school site.

2018-19 Actions/Services

Action 2.6: We will provide a Physical Education program so that all students are engaged in physical activity that keeps them healthy and engaged in school.

Services:

2.6.1: We will staff credentialed Physical Education teachers for every school site (11.1 FTE).

2019-20 Actions/Services

Action 2.6: We will provide a Physical Education program so that all students are engaged in physical activity that keeps them healthy and engaged in school.

Services:

2.6.1: We will staff credentialed Physical Education teachers for every school site (11.1 FTE).

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$346,690	\$544,108	\$536,671
Source	Parcel Tax	Base	Base
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries

Amount	\$863,170	\$320,872	\$332,598
Source	Base	Parcel Tax	Parcel Tax
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount		\$229,171	\$267,017
Source		Base	Base
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$156,697	\$142,935
Source		Parcel Tax	Parcel Tax
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits

Action 7

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

[Add Students to be Served selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners
Foster Youth
Low Income

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Specific Schools: Albany High School, Albany Middle School, MacGregor High School

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action	Unchanged Action	Modified Action
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
<p>Action 2.7: We will staff specific counselors to provide services to struggling and at-risk students. AHS 0.2 FLEX Counselor AHS 0.2 At-Risk Counselor AMS 0.5 At-Risk Counselor</p>	<p>Action 2.7: We will staff specific counselors to provide services to struggling and at-risk students.</p> <p>Action 2.7.1 We will staff counselors to provide services to struggling and at-risk students: AHS 0.2 FLEX Counselor AHS 0.2 At-Risk Counselor AMS 0.5 At-Risk Counselor</p>	<p>Action 2.7: We will provide counseling and mentoring services to struggling and at-risk students.</p> <p>Action 2.7.1: We will staff counselors to provide services to struggling and at-risk students: AHS 0.2 FLEX Counselor AHS 0.2 At-Risk Counselor AMS 0.5 At-Risk Counselor</p> <p>2.7.2: We will support site-based academic and social-emotional mentoring services for at-risk students in grades 6-12.</p>

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$89,378	\$67,014	\$69,342
Source	Supplemental	Supplemental	Supplemental
Budget Reference	Salary & Benefits	1000-1999: Certificated Personnel Salaries	1000-1999: Certificated Personnel Salaries
Amount		\$24,296	\$25,359
Source		Supplemental	Supplemental
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits

Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

Goal 3

Goal #3: All Stakeholders will Collaborate and Communicate about decisions that guide the sites and the district.

We will collaboratively plan professional development and meeting time that responds to current needs.

We will make proactive and effective decisions.

We will communicate effectively throughout the district.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
 Priority 3: Parental Involvement (Engagement)

Local Priorities: Albany Strategic Plan One "Assessing and Increasing Student Success" AUSD Single Plans for Student

Identified Need:

Identified Essential Need: 100% of our students need school sites that are not overcrowded and that meet or exceed standards for safety and modern learning, especially in science, engineering, math, and the humanities.

Identified Essential Need: Based on our essential needs in Pupil Achievement related to Black/African American and Hispanic Latino underperformance, and based on feedback from the African American/Black and Hispanic/Latino parent engagement teams, the District needs to strengthen a climate in which minority parents feel included and engaged in the activities of the school community and in decision making in the district.

Identified Essential Need: After having passed two large school construction bonds, the Albany Community has a strong interest in the development and construction of schools.

Identified Essential Need: The changing nature of communication presents new challenges for communicating essential information to parents and the community regarding school issues and achievements.

Other Identified Needs:

State Priority/Metric 1c: School Facilities

2016-17: 100% of our schools are clean and maintained, but repairs are needed in several areas.

2016-17: 66% (4 out of 6) of our schools are earthquake safe as measured by the Division of the State Architect. 33% (2 out of 6) are seismically deficient as measured by the Division of the State Architect.

2016-17: 100% of our school sites are overcrowded and have temporary portable buildings to alleviate overcrowding.

State Priority/Metric 3: Parental Involvement

As reported on the California School Dashboard:

80% of parents agreed or strongly agreed that the schools allow input and welcome parent contributions.

67% of parents agreed or strongly agreed that the schools actively seek the input of parents before making important decisions.

87% of parents agreed or strongly agreed that they feel welcome to participate at their child's school.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>State Priority/Metric 1c: School Facilities as measured by levels of cleanliness, rates of maintenance and repair, adequacy of space in relation to enrollment, design of space in relation to quality instruction, and safety.</p>	<p>State Priority/Metric 1c: School Facilities</p> <p>2016-17: 100% of our schools are clean and maintained, but repairs are needed in several areas.</p> <p>2016-17: 66% (4 out of 6) of our schools are earthquake safe as measured by the Division of the State Architect. 33% (2 out of 6) are seismically deficient as measured by the Division of the State Architect.</p> <p>2016-17: 100% of our school sites are overcrowded and have</p>	<p>State Priority/Metric 1c: School Facilities</p> <p>The District will maintain that 100% of our schools will be clean and safe.</p> <p>The District will continue to work on long-term plans to increase the percentage of schools that are earthquake safe as measured by the Division of the State Architects.</p> <p>The District will work on short- and long-term plans for new construction and the provision of temporary portable buildings to alleviate overcrowding.</p>	<p>State Priority/Metric 1c: School Facilities</p> <p>The District will maintain that 100% of our schools will be clean and safe.</p> <p>The District continued to work on short- and long-term plans to increase the percentage of earthquake safe schools as measured by the Division of the State Architects.</p> <p>The District continued to work on short- and long-term plans for new construction. 100% of school sites had temporary portable</p>	<p>State Priority/Metric 1c: School Facilities</p> <p>The District will maintain that 100% of our schools will be clean and safe.</p> <p>The District will continue to work on short- and long-term plans to increase the percentage of schools that are earthquake safe as measured by the Division of the State Architects.</p> <p>The District will continue to work on short- and long-term plans for new construction. The District will maintain that 100% of our school sites</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	temporary portable buildings to alleviate overcrowding.		buildings to alleviate overcrowding.	have temporary portable buildings to alleviate overcrowding.
<p>State Priority/Metric 3a: Parental Input in Making Decisions as measured by School Site Council activity and membership, Parent-Teacher Association activity and membership, quantity of parent and community volunteer programs, and the presence of parent engagement teams for African American and Hispanic ethnic groups.</p>	<p>State Priority/Metric 3a: Parental Input in Making Decisions</p> <p>2016-17: 100% of our students have schools with active School Site Councils comprised of parents and staff.</p> <p>2016-17: 100% of our students have schools with active Parent-Teacher Associations.</p> <p>2016-17: 100% of our students have schools with active Parent & Community Volunteer programs.</p> <p>2016-17: 100% of our students have a district with a Black/African-American Parent Engagement Design Team.</p> <p>2016-17: 100% of our students have a district with a Hispanic/Latino Parent Engagement Design Team.</p>	<p>State Priority/Metric 3a: Parental Input in Making Decisions</p> <p>The District will maintain that 100% of our schools have active School Site Councils composed of parents and staff.</p> <p>The District will maintain that 100% of our schools have active Parent-Teacher Associations.</p> <p>The District will maintain that 100% of our students have schools with active Parent & Community Volunteer programs.</p> <p>The District will maintain that 100% of our parents of Black/African American, Hispanic, or Low-Socio Economic students with targeted outreach programs.</p>	<p>State Priority/Metric 3a: Parental Input in Making Decisions</p> <p>100% of District schools had active School Site Councils composed of parents and staff.</p> <p>100% of District schools had active Parent-Teacher Associations.</p> <p>100% of of the District's students attended schools with active Parent & Community Volunteer programs.</p> <p>The District provided parents of Black/African American, Hispanic, or socioeconomically disadvantaged students with outreach programs. The District will continue its efforts to engage parents of historically underserved students.</p>	<p>State Priority/Metric 3a: Parental Input in Making Decisions</p> <p>The District will maintain that 100% of our schools have active School Site Councils comprised of parents and staff.</p> <p>The District will maintain that 100% of our schools have active Parent-Teacher Associations.</p> <p>The District will maintain that 100% of our students have schools with active Parent & Community Volunteer programs.</p> <p>The District will provide 100% of our parents of Black/African American, Hispanic, or Low-Socio Economic students with targeted outreach programs.</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<p>State Priority/Metric 3b: Parental Participation in Programs for English Language Learners, Low-Socioeconomic, and Foster Youth as measured by English Language Advisory Council activity and membership.</p>	<p>State Priority/Metric 3b: Parental Participation in Programs for English Language Learners, Low-Socioeconomic, and Foster Youth</p> <p>2016-17: 100% of our students have schools with active site-based English Language Advisory Committees comprised of parents and staff, and a District English Language Advisory Committee comprised of parents and staff.</p>	<p>State Priority/Metric 3b: Parental Participation in Programs for English Language Learners, Low-Socioeconomic, and Foster Youth</p> <p>The District will maintain that 100% of our schools have active site-based English Language Advisory Committees comprised of parents and staff, and a District English Language Advisory Committee comprised of parents and staff.</p>	<p>State Priority/Metric 3b: Parental Participation in Programs for English Language Learners, Low-Socioeconomic, and Foster Youth</p> <p>100% of District schools had active site-based English Learner Advisory Committees comprised of parents and staff, and a District English Learner Advisory Committee comprised of parents and staff.</p>	<p>State Priority/Metric 3b: Parental Participation in Programs for English Language Learners, Low-Socioeconomic, and Foster Youth</p> <p>The District will maintain that 100% of our schools have active site-based English Learner Advisory Committees comprised of parents and staff, and a District English Learner Advisory Committee comprised of parents and staff.</p>
<p>State Priority/Metric 3c: Parental Participation in Programs for Individuals with Exceptional Needs as measured by the presence of Student Study Teams on each and every school site and the presence of high-quality 504 Plan programs and Individual Education Programs.</p>	<p>State Priority/Metric 3c: Parental Participation in Programs for Individuals with Exceptional Needs</p> <p>2016-17: 100% of our students have schools and a district staff who implement a Student Study Team Process as needed, and when appropriate, a section 504 Plan or an Individualized Education Program that includes the parental participation</p>	<p>State Priority/Metric 3c: Parental Participation in Programs for Individuals with Exceptional Needs</p> <p>The District will maintain that 100% of our students have schools and a district staff who implement a Student Study Team Process as needed, and when appropriate, a section 504 Plan or an Individualized Education Program that includes</p>	<p>State Priority/Metric 3c: Parental Participation in Programs for Individuals with Exceptional Needs</p> <p>100% of District students had schools and a district staff who implemented a Student Study Team Process as needed, and when appropriate, a section 504 Plan or an Individualized Education Program that included the parental participation</p>	<p>State Priority/Metric 3c: Parental Participation in Programs for Individuals with Exceptional Needs</p> <p>The District will maintain that 100% of our students have schools and a district staff who implement a Student Study Team Process as needed, and when appropriate, a section 504 Plan or an Individualized Education Program that includes</p>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	of individuals with exceptional needs.	the parental participation of individuals with exceptional needs.	of individuals with exceptional needs.	the parental participation of individuals with exceptional needs.
Local Priority/Metric: Effective communication strategies as measured by the number of website postings, the number of meetings, and attendance at public meetings.	Local Priority/Metric: Effective communication strategies 2017-18 The District will establish baselines and set goals for improvement.	Local Priority/Metric: Effective communication strategies 2017-18 The District will establish baselines and set goals for improvement.	Local Priority/Metric: Effective communication strategies 2018-19 The District did not evaluate baselines and methods, make modifications as needed, and set goals for improvement. In 2019-2020, the District will evaluate baselines and methods, make modifications as needed, and set goals for improvement	Local Priority/Metric: Effective communication strategies In 2019-2020, the District will convene a stakeholder group to evaluate communication protocols, and set goals for improvement as needed.

Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 3.1: We will continue to support the engagement of parents and community members.

Services:

3.1.1: The District will increase the participation of parents from under-represented and under-performing groups, including low socio-economic, English Language Learners, Foster Youth, African American/Black, & Hispanic/Latino.

3.1.2: The District will strengthen a task force of parents and staff to plan for events to engage more parents from African American/Black and Hispanic/Latino families.

3.1.3: The District will maintain English Language Advisory Committees, School Site Councils, and PTAs at every school site. We will maintain a district level English Language Advisory Committee (DELAC) and a District Community Advisory Committee.

2018-19 Actions/Services

Action 3.1: The District will continue to support the engagement of parents and community members.

Services:

3.1.1: The District will increase the participation of parents from under-represented and under-performing groups, including low socio-economic, English Language Learners, Foster Youth, African American/Black, & Hispanic/Latino.

3.1.2: The District will strengthen a task force of parents and staff to plan for events to engage more parents from African American/Black and Hispanic/Latino families.

3.1.3: The District will maintain English Learner Advisory Committees, School Site Councils, and PTAs at every school site. We will maintain a district level English Learner Advisory Committee (DELAC) and a District Community Advisory Committee.

2019-20 Actions/Services

Action 3.1: The District will continue to support the engagement of parents and community members.

Services:

3.1.1: The District will increase the participation of parents from under-represented and under-performing groups, including low socio-economic, English Language Learners, Foster Youth, African American/Black, & Hispanic/Latino.

3.1.2: The District will strengthen a task force of parents and staff to plan for events to engage more parents from African American/Black and Hispanic/Latino families.

3.1.3: The District will maintain English Learner Advisory Committees, School Site Councils, and PTAs at every school site. We will maintain a district level English Learner Advisory Committee (DELAC) and a District Community Advisory Committee.

3.1.4: The District will provide a Student Study Team and Individualized Educational Process that includes the participation of parents.

3.1.5 The District will strengthen student stakeholder input through the formation of a "Student Equity Advisory Council" facilitated by the Superintendent.

3.1.6The District will strengthen parent and community stakeholder input through the formation of the "Albany Coming Together" task force to address program improvements in curriculum, professional development, student engagement, parent engagement, policy development, and safe use of technology.

3.1.4: The District will provide a Student Study Team and Individualized Educational Process that includes the participation of parents.

3.1.5 The District will strengthen student stakeholder input through the formation of a "Student Equity Advisory Council" facilitated by the Superintendent.

3.1.6 The District will strengthen parent and community stakeholder input through the implementation of recommendations from the "Albany Coming Together" task force to address program improvements in curriculum, professional development, student engagement, parent engagement, policy development, and safe use of technology.

3.1.4: The District will provide a Student Study Team and Individualized Educational Process that includes the participation of parents.

3.1.5 The District will strengthen student stakeholder input through the formation of a "Student Equity Advisory Council" facilitated by the Superintendent.

3.1.6 The District will strengthen parent and community stakeholder input through the implementation of recommendations from the "Albany Coming Together" task force to address program improvements in curriculum, professional development, student engagement, parent engagement, policy development, and safe use of technology.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$75,000	\$50,000	\$25,000
Source	Base	Base	Base
Budget Reference	Other Services/Supplies	4000-4999: Books And Supplies Other Services/Supplies	4000-4999: Books And Supplies Other Services/Supplies
Amount	\$15,000	\$15,000	\$15,000
Source	Supplemental	Base	Base
Budget Reference	Other Services	5700-5799: Transfers Of Direct Costs	5700-5799: Transfers Of Direct Costs

Amount	\$5,000	\$10,000	\$10,000
Source	Supplemental	Supplemental	Supplemental
Budget Reference	4000-4999: Books And Supplies Materials & Supplies	5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures
Amount		\$1,000	\$1,000
Source		Supplemental	Supplemental
Budget Reference		4000-4999: Books And Supplies	4000-4999: Books And Supplies

Action 2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

2017-18 Actions/Services

Action 3.2: The District will provide highly qualified clerical support throughout the district.

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

Action 3.2: The District will provide highly qualified clerical support throughout the district.

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

Action 3.2: The District will provide highly qualified clerical support throughout the district.

Services:
 3.2.1: The District will provide all schools with appropriately staffed clerical support.

 3.2.2: The District will hire and train secretarial staff to support the Education and Curriculum, Instruction, and Assessment Department.

Services:
 3.2.1: The District will provide all schools with appropriately staffed clerical support (7.3 FTE).

 3.2.2: The District will hire and train secretarial staff to support the Student Services and Curriculum, Instruction, and Assessment Departments (0.9 FTE).

Services:
 3.2.1: The District will provide all schools with appropriately staffed clerical support (7.3 FTE).

 3.2.2: Due the District's ongoing structural deficit, the District will not maintain clerical staff to support the Student Services and Curriculum, Instruction and Assessment Departments. This action will be discontinued in 2019-2020.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$496,245	\$326,660	\$325,793
Source	Base	Base	Base
Budget Reference	2000-2999: Classified Personnel Salaries Salary & Benefits	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries
Amount		\$11,706	
Source		Supplemental	
Budget Reference		2000-2999: Classified Personnel Salaries	
Amount		\$4,683	\$4,683
Source		Title I	Title I
Budget Reference		2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries

Amount		\$236,148	\$196,967
Source		Base	Base
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount		\$6,037	
Source		Supplemental	
Budget Reference		3000-3999: Employee Benefits	
Amount		\$2,417	\$1,458
Source		Title I	Title I
Budget Reference		3000-3999: Employee Benefits	3000-3999: Employee Benefits

Action 3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Modified Action

2017-18 Actions/Services

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

Action 3.3: District staff will maintain and improve the facilities across the school district.

Services:

3.3.1: District staff and School Board Trustees will review the 2014 Facility Master Plan, ongoing facility needs, and continue to prioritize next steps.

3.3.2: District staff will design facilities on the San Gabriel site for new construction in the future years.

3.3.3: District staff will explore a permanent location for the District Office.

3.3.4: District staff will recruit and retain maintenance staff to maintain clean and safe learning environments for students.

3.3.6: District staff will recruit and retain secretarial staff to support the Business and Maintenance Departments.

Action 3.3: District staff will maintain and improve the facilities across the school district.

Services:

3.3.1: District staff and School Board Trustees will review ongoing facility needs and continue to prioritize next steps.

3.3.2: District staff will recruit and retain maintenance staff to maintain clean and safe learning environments for students (6.0 FTE).

3.3.3: District staff will recruit and retain secretarial staff to support the Business and Maintenance Departments (1.0 FTE).

Action 3.3: District staff will maintain and improve the facilities across the school district.

Services:

3.3.1: District staff and School Board Trustees will review ongoing facility needs and continue to prioritize next steps.

3.3.2: District staff will recruit and retain maintenance staff to maintain clean and safe learning environments for students (6.0 FTE).

3.3.3: Due to the elimination of the District's Director Maintenance and Operations, the department's secretary position was replaced by a facilities coordinator to support the Maintenance Department (1.0 FTE).

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$480,649	\$456,376	\$431,359
Source	Restricted Routine Maintenance	Restricted Routine Maintenance	Restricted Routine Maintenance
Budget Reference	2000-2999: Classified Personnel Salaries Salary & Benefits	2000-2999: Classified Personnel Salaries	2000-2999: Classified Personnel Salaries

Amount	\$17,407	\$252,041	\$260,713
Source	Base	Restricted Routine Maintenance	Restricted Routine Maintenance
Budget Reference	3000-3999: Employee Benefits Salary & Benefits	3000-3999: Employee Benefits	3000-3999: Employee Benefits
Amount	\$1,000	\$1,000	\$1,000
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies Materials & Supplies	5700-5799: Transfers Of Direct Costs	5700-5799: Transfers Of Direct Costs

Action 4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

New Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 3.4: The District will implement specific strategies to strengthen communication with students, parents, and

2018-19 Actions/Services

Action 3.4: The District will implement specific strategies to strengthen communication with students, parents, and

2019-20 Actions/Services

Action 3.4: The District will implement specific strategies to strengthen communication with students, parents, and

<p>community members regarding Bond Measures B & E.</p> <p>Services: 3.4.1: The District will continue to update a designated web page on the district website with items related to Bond Measures B & E.</p> <p>3.4.2: The District will host regularly scheduled open meetings for community members to ask questions and receive information.</p> <p>3.4.3: The District will produce communications that may include flyers to notify the community and school site neighbors regarding pertinent project information.</p> <p>3.4.4: The District will engage stakeholders on temporary school facilities needed during the rebuilding process.</p>	<p>community members regarding Bond Measures B & E.</p> <p>Services: 3.4.1: The District will continue to update a designated web page on the district website with items related to Bond Measures B & E.</p> <p>3.4.2: The District will host regularly scheduled open meetings for community members to ask questions and receive information.</p> <p>3.4.3: The District will produce communications that may include flyers to notify the community and school site neighbors regarding pertinent project information.</p> <p>3.4.4: The District will engage stakeholders on temporary school facilities needed during the rebuilding process.</p>	<p>community members regarding Bond Measures B & E.</p> <p>Services: 3.4.1: The District will continue to update a designated web page on the district website with items related to Bond Measures B & E.</p> <p>3.4.2: The District will host regularly scheduled open meetings for community members to ask questions and receive information.</p> <p>3.4.3: The District will produce communications that may include flyers to notify the community and school site neighbors regarding pertinent project information.</p> <p>3.4.4: The District will engage stakeholders on temporary school facilities needed during the rebuilding process.</p>
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Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$7,500	\$1,500	\$1,500
Source	Base	Base	Base
Budget Reference	4000-4999: Books And Supplies Materials & Supplies	4000-4999: Books And Supplies	4000-4999: Books And Supplies

Amount		\$6,000	\$6,000
Source		Base	Base
Budget Reference		5700-5799: Transfers Of Direct Costs	5700-5799: Transfers Of Direct Costs

Action 5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[Add Scope of Services selection here]

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

Actions/Services

Select from New, Modified, or Unchanged for 2017-18

New Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Action 3.5: The District will adapt to and utilize up-to-date methods of communication that are effective at maintaining a well informed school community.

3.5.1 The District will continue to maintain up-to-date and extensive information on the District website.

2018-19 Actions/Services

Action 3.5: The District will adapt to and utilize up-to-date methods of communication that are effective at maintaining a well informed school community.

3.5.1 The District will continue to maintain up-to-date and extensive information on the District website.

2019-20 Actions/Services

Action 3.5: The District will adapt to and utilize up-to-date methods of communication that are effective at maintaining a well informed school community.

3.5.1 The District will continue to maintain up-to-date and extensive information on the District website.

3.5.2 The District will maintain social media accounts and will continue to post and promote these channels.

3.5.3 The District will produce and distribute an annual newsletter to the community, describing school achievements and major construction events.

3.5.4 The District will re-evaluate policy on communication triggers in order to inform the community adequately and fully. Each site will evaluate their channels of communication to parents with a goal of re-aligning communication to those channels that parents use and access frequently.

3.5.2 The District maintains social media accounts and may post and promote using these channels as time and resources permit.

3.5.3 The District will produce and distribute an annual newsletter to the community, describing school achievements and major construction events.

3.5.4 The District will re-evaluate policy on communication triggers in order to inform the community adequately and fully. Each site will evaluate their channels of communication to parents with a goal of re-aligning communication to those channels that parents use and access frequently.

3.5.2 The District no longer maintains social media accounts to post and promote information. This action is being discontinued for the 2019-2020 school year.

3.5.3 The District will produce and distribute an annual newsletter to the community, describing school achievements and major construction events.

3.5.4 The District will convene a stakeholder group to evaluate communication protocols and set goals for improvement as needed. Additionally, each site will evaluate their channels of communication to parents with a goal of re-aligning communication to those channels that parents use and access frequently.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	\$20,000	\$7,500	\$7,500
Source	Base	Base	Base
Budget Reference	Other Services	4000-4999: Books And Supplies	4000-4999: Books And Supplies
Amount		\$4,000	\$4,000
Source		Base	Base
Budget Reference		5000-5999: Services And Other Operating Expenditures	5000-5999: Services And Other Operating Expenditures

Amount		\$8,500	\$8,500
Source		Base	Base
Budget Reference		5700-5799: Transfers Of Direct Costs	5700-5799: Transfers Of Direct Costs

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2019-20**

Estimated Supplemental and Concentration Grant Funds

\$1,836,608

Percentage to Increase or Improve Services

5.98%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Albany Unified School District has under 55% of enrollment of unduplicated pupils. Albany Unified School District has targeted supplemental funds for both school-wide and district-wide initiatives as well as direct support for the targeted populations.

Goal #1: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will reach their fullest potential.

Action 1.2 impacts all students who need early intervention in English and Math based on a review of the results from local and statewide assessments.

Action 1.2: We will provide academic intervention for students who struggle in English and Math and are identified according to need using standards-based assessments and those who are identified are unduplicated pupils. This is also a strategy to address performance gaps for English Language Learners and students from low-socioeconomic backgrounds.

- Action 1.2.1 We will staff Reading Specialists at the Elementary Schools to provide research-based instructional strategies in literacy standards.
- Action 1.2.2 We will provide course sections of ELA and Math at the Secondary Schools to provide research-based intervention instruction that supports core access to ELA and Math Standards.
- Action 1.2.3 We will provide the FLEX Program to offer mentoring, intervention, and tutoring to students in High School who struggle to meet CA State Standards.

Costs:

Salary & Benefits - \$766,772

Materials and Supplies -\$29,602

Action 1.3 impacts all students identified as English learners specifically by staffing specialists who can support students in learning a second language, provide training and consultation to general education teachers, monitor the progress of English learners and serve as a valuable link between home and school.

Action 1.3: We will provide English Language Development Programs for students who are identified as English Learners.

- Action 1.3.1: We will staff English Language Development (ELD) Specialist Teachers for each school site.
- Action 1.3.3: We will review and purchase curriculum that is aligned with the new CA English Language Arts/English Language Development Standards and Frameworks.
- Action 1.3.4: We will provide Professional Development to ELD Teachers and general education teachers in the areas of California Standards and Language Development Instructional Strategies.

Costs:

Salary & Benefits - \$900,280

Materials & Supplies - \$24,227

Goal 2: We will identify individual social-emotional and behavior needs and apply collaborative appropriate interventions

Action 2.1 impacts all students, including English learners and socioeconomically disadvantaged students, who are identified as chronically absent as measured on the California School Dashboard.

Action 2.1: We will provide a robust attendance reporting and intervention program.

- Action 2.1.2: We will intervene with site and District level communication, targeted intervention, and counseling services.

Costs

Salary & Benefits - \$496,734

Action 2.3 impacts all students by providing additional counseling resources in the form of a school social worker. Additionally, the staffing of the social worker provides a structure for interns to be retained at all sites and provide additional services to students

Action Action 2.3: The District will provide a School Social Worker and Mental Health services programs.

- Action: 2.3.3: We will staff a School Social Worker.

Costs

Salary & Benefits - \$67,662

Action 2.7 impacts students who struggle academically and increases student access to trained and caring school staff.

Action 2.7: We will staff specific counselors to provide services to struggling and at-risk students.

- Action 2.7.1: We will staff counselors to provide services to struggling and at-risk students: AHS 0.2 FLEX Counselor; AHS 0.2 At-Risk Counselor; AMS 0.5 At-Risk Counselor
- Action 2.7.2: We will provide mentoring services to at-risk students in grades 6-12.

Costs:

Salary & Benefits - \$94,701

Goal 3: Communicate and Lead Together.

Action 3.1 impacts students from historically underserved populations and provides support for engaging parents in the education of their students.

Action 3.1 We will continue to support the engagement of parents and community members.

- Action 3.1.1: The District will increase the participation of parents from under-represented and under-performing groups, including socio-economically disadvantaged, English learners, foster youth, African American/Black, & Hispanic/Latino.
- Action 3.1.2: The District will strengthen a task force of parents and staff to plan for events to engage more parents from African American/Black and Hispanic/Latino families.

- Action 3.1.3: The District will maintain English Learner Advisory Committees, School Site Councils, and PTAs at every school site. We will maintain a district level English Learner Advisory Committee (DELAC) and a District Community Advisory Committee.

Costs:

Materials and Supplies: \$26,000

Other Services: \$10,000

LCAP Year: **2018-19**

Estimated Supplemental and Concentration Grant Funds

\$1,749,449

Percentage to Increase or Improve Services

5.93%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Albany Unified School District has under 55% of enrollment of unduplicated pupils. The total unduplicated count of socio-economically disadvantaged students, English learners and foster youth Districtwide is 29.3%. Albany Unified School District has targeted the supplemental funds for both school-wide and district-wide initiatives as well as direct support for the targeted populations.

LCAP Goal #1 states “We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will reach their fullest potential.”

Action 1.1: We will implement the California Standards in English Language Arts, English Language Development, Math, Science and History/Social Studies.

- Action 1.1.2: We will collaboratively plan professional development to include district-wide professional development days, summer professional development offerings, and Wednesday collaboration time.
- Action 1.1.4: We will provide professional development in Culturally Responsive Teaching and Practices.

Costs:

Salary & Benefits - \$98,251

Other Services - \$32,000

Action 1.2: We will provide academic intervention for students who struggle in English and Math and are identified according to need using standards-based assessments and those who are identified are unduplicated pupils. This is also a strategy to address performance gaps for English Language Learners and students from low-socioeconomic backgrounds.

- Action 1.2.1 We will staff Reading Specialists at the Elementary Schools to provide research-based instructional strategies in literacy standards.
- Action 1.2.2 We will provide course sections of ELA and Math at the Secondary Schools to provide research-based intervention instruction that supports core access to ELA and Math Standards.
- Action 1.2.3 We will provide the FLEX Program to offer mentoring, intervention, and tutoring to students in High School who struggle to meet CA State Standards.

Costs:

Salary & Benefits - \$621,898

Materials and Supplies -\$14,364

Action 1.3: We will provide English Language Development Programs for students who are identified as English Learners.

- Action 1.3.1: We will staff English Language Development (ELD) Specialist Teachers for each school site.
- Action 1.3.3: We will review and purchase curriculum that is aligned with the new CA English Language Arts/English Language Development Standards and Frameworks.
- Action 1.3.4: We will provide Professional Development to ELD Teachers and general education teachers in the areas of California Standards and Language Development Instructional Strategies.

Costs

Salary & Benefits - \$739,810

Materials & Supplies - \$46,500

Action 1.1 impacts all elementary students and will continue the District's efforts to implement a balanced literacy program. The emphasis of this year's work will include developing classroom and school-wide libraries and implementing reading assessments and writing assessment systems. The implementation of a Districtwide, cohesive curriculum, including the implementation of a formal assessment system will support all students in mastering content standards and receiving early intervention when learning gaps are discovered.

Action 1.2 impacts all students who need early intervention in English and Math based on a review of the results from local and statewide assessments.

Action 1.3 impacts all students identified as English learners specifically by staffing specialists who can support students in learning a second language, provide training and consultation to general education teachers, monitor the progress of English learners and serve as a valuable link between home and school.

LCAP Goal #2 states "We will identify individual social-emotional and behavior needs and apply collaborative appropriate interventions." Supplemental funds are used for services 2.2.2 and 2.3.3 found in Goal #2.

Action 2.3: The District will provide a School Social Worker and Mental Health services programs.

- Action: 2.3.3: We will staff a School Social Worker.

Costs

Salary & Benefits - \$64,798

Action 2.7: We will staff specific counselors to provide services to struggling and at-risk students.

- Action 2.7.1: We will staff counselors to provide services to struggling and at-risk students: AHS 0.2 FLEX Counselor; AHS 0.2 At-Risk Counselor; AMS 0.5 At-Risk Counselor

Costs:

Salary & Benefits - \$91,310

Action 2.3 impacts all students by providing additional counseling resources in the form of a school social worker. Additionally, the staffing of the social worker provides a structure for interns to be retained at all sites and provide additional services to students.

Action 2.7 impacts students who struggle academically and increases student access to trained and caring school staff.

Action 3.1 “We will continue to support the engagement of parents and community members.”

- Action 3.1.1: The District will increase the participation of parents from under-represented and under-performing groups, including low socio-economic, English Language Learners, Foster Youth, African American/Black, & Hispanic/Latino.

Action 3.1.2: The District will strengthen a task force of parents and staff to plan for events to engage more parents from African American/Black and Hispanic/Latino families.

Action 3.1.3: The District will maintain English Learner Advisory Committees, School Site Councils, and PTAs at every school site. We will maintain a district level English Learner Advisory Committee (DELAC) and a District Community Advisory Committee.

Costs:

Materials and Supplies: \$1,000

Other Services: \$10,000

Action 3.2: The District will provide highly qualified clerical support throughout the district.

- Action 3.2.2: The District will hire and train secretarial staff to support the Student Services and Curriculum, Instruction, and Assessment Departments (0.25 FTE).

Costs:

Salary and Benefits: \$17,743

Action 3.1 impacts students from historically underserved populations and provides support for engaging parents in the education of their students.

Action 3.2 impacts all students by allocating resources to ensure the essential functions of the District's operations, most closely related to students, can be implemented.

LCAP Year: **2017-18**

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$1,647,533

5.83%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Albany Unified School District has below 55 percent of enrollment of unduplicated pupils. Albany USD has targeted the supplemental funds for both school-wide and district-wide initiatives as well as direct support for the targeted populations; English Language Learners, Foster Youth, and students from low socio-economic backgrounds.

LCAP Goal #1 states “We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will reach their fullest potential.” Supplemental funds are used for action items found in Goal #1.

Action 1.1: We will implement the California Standards in English Language Arts, English Language Development, Math, Science and History/Social Studies. We will review and adopt California Standards-based curriculum Materials.

1.1.3 We will support a review and adoption process for Reading/Language Arts materials that are aligned to the new CA English Language Arts/English Language Development standards and frameworks in grades K-5. We will provide training, materials & supplies, time for collaboration and planning, conference registration fees and related travel expenses.

Service 1.1.3 Costs:

Salary & Benefits - \$22,000

Other Services - \$10,000

Action 1.2: We will provide academic intervention for students who struggle in English and Math and are identified according to need using standards-based assessments and those who are identified are unduplicated pupils. This is also a strategy to address performance gaps for English Language Learners and students from low-socioeconomic backgrounds.

Services:

1.2.1 We will staff Reading Specialists at the Elementary Schools to provide research-based instructional strategies in literacy standards.

1.2.2 We will provide course sections of ELA and Math at the Secondary Schools to provide research-based intervention instruction that supports core access to ELA and Math Standards.

1.2.3 We will provide the FLEX Program to offer mentoring, intervention, and tutoring to students in High School who struggle to meet CA State Standards.

Action 1.2 Costs:

Salary & Benefits - \$701,032

Action 1.3: We will provide English Language Development Programs for students who are identified as English Language Learners.

Services:

1.3.1: We will staff English Language Development (ELD) Specialist Teachers for each school site.

1.3.2: We will administer CA English Language Development Tests (or the new English Language Proficiency Assessments) in late summer and/or early in the school year so that instructional services can begin as soon as possible.

1.3.3: We will review and purchase curriculum that is aligned with the new CA English Language Arts/English Language Development Standards and Frameworks.

1.3.4: We will provide Professional Development to ELD Teachers and General Education Teachers in the areas of California Standards and Language Development Instructional Strategies.

1.3.5: We will provide a summer “bridge” program for 5th grade English Learners who are transitioning to the middle school.

Action 1.3 Costs:

Salary & Benefits - \$702,392

Materials & Supplies - \$46,500

Action 1.1 impacts all elementary students and incorporates the specific service 1.1.1 to support the review and adoption of new Reading and Language Arts materials in grades K-5 with professional development. The materials will be reviewed for alignment with the new CA English Language Arts/English Language Development standards and frameworks. The professional development will include a focus on how to meet the needs of English Language Learners in the general education classroom.

Action 1.2 impacts all students who need early intervention in English and Math based on a review of the results from local and statewide assessments.

Action 1.1.3 impacts English Learners and provides these students with direct services related to English Language Development.

In regards to Action 1.1 (implement CA State Standards) and Action 1.2 (provide academic intervention), because these are school-wide and districtwide services, the school district must describe how the services provided are the most effective use of funds. Research studies demonstrate substantial and consistent findings that support a school-wide approach to reading intervention. A 2005 report written by Barbara Taylor, David Pearson, Debra Peterson, and Michael Rodriguez studied the impact of a school change framework on professional development and school reading improvement. The study found that students who are enrolled in schools that embrace school-wide reform efforts in reading demonstrate higher levels of reading achievement. “At the school level, reform effort was positively related to students’ reading growth in students’ reading comprehension and fluency.” (Taylor, B. et al, 2005, p.64). More recent research can be found that focusses on policymaking related to reading instruction. In their comprehensive overview of current reading policies, Coburn, Pearson, and Woulfin find that various approaches to instructional policy can have an impact within the classroom, but that teachers can and do actively interpret policy based on their beliefs and practices (Coburn, C. et al, 2011). In Albany USD, it is the belief that all students who struggle with reading should be provided with reading intervention as early as possible. It is also our belief that struggling readers benefit when all of their peers are given the opportunities to improve. The reading and math intervention specialists will provide direct services to students who need early intervention. They will also coordinate efforts

to administer assessments across all classrooms and to provide consultation and coaching to all classroom teachers related to best practices.

In regards to Service 1.1.3 (review and adopt new ELA/ELD materials), a comprehensive review of educational research related to English Language Learners learning academic English (DiCerbo, et al, 2014) finds that the language demands in the CA Common Core State Standards include analyzing complex texts, constructing arguments from evidence and synthesizing ideas (p.458.) Furthermore, the research review concludes that teacher professional development ‘has the potential to challenge and change teacher beliefs and practices about language when it is ongoing and directly relevant to the content teachers are teaching’ (DiCerbo et al, p.474).

These are school wide programs and Albany USD stakeholders agree that this is the most effective use of funds to meet our goals for English Language Learner pupils because the services reach their needs to be as fully included into the core instructional program as possible. Albany USD staff believes that English Learners deserve as much inclusion into the general education programs as possible. Albany USD will emphasize the integration of English Language Development Standards instruction as we incorporate the new writing program into our classrooms.

LCAP Goal #2 states “We will identify individual social-emotional and behavior needs and apply collaborative appropriate interventions.” Supplemental funds are used for services 2.2.2 and 2.3.3 found in Goal #2.

Service 2.7: The District will staff specific counselors to provide services to struggling and at-risk students.

Service 2.7 Costs:

AHS 0.2 FLEX Counselor

AHS 0.2 At-Risk Counselor

AMS 0.5 At-Risk Counselor

Salary & Benefits - \$89,378

Action 2.3: The District will provide a School Social Worker and Mental Health services programs.

Service 2.3.3: We will staff a School Social Worker.

Service 2.3.3 Costs

Salary & Benefits - \$62,116

In regards to Action 2.3, research on School Social Workers substantiates the presumption that there has been an increase in learning and behavioral problems as a result of more social media influences, mental health concerns, bullying, and issues at home (Zosky, Avant, & Thompson, 2014). School Social Workers provide the specialized skills and knowledge to bridge the gaps between home and

school by working with teachers, administrators, and parents so that children can reach their full potential and benefit from strong home-school partnerships (Broussard, 2003).

In Albany USD, stakeholders identified the staffing of a School Social Worker as the best option to respond to the needs of students, especially at the younger grades in elementary school. The School Social Worker will work directly with administrators, teachers, students, and families to help with discipline, mental health intervention, crisis management, and other related support services. As part of an interdisciplinary team, the social worker will also facilitate community involvement in the schools and advocate for student success.

Action 2.7 impacts all 6th-12th grade students at Albany Middle, Albany High, and MacGregor High Schools who need counseling interventions for social-emotional, behavioral, and academic needs. These are school wide programs and Albany USD stakeholders agree that this is the most effective use of funds to meet our goals for English Language Learners, Low Socioeconomic, and Foster Youth because the services reach every student who needs counseling services to be successful in school. We will target services to any student who demonstrates difficulty with attendance, social-emotional well-being, academic difficulties, and behavior concerns and these specific counselors will provide time to meet with the students, to provide resources and skill development, and to network with parents and other community members to provide additional support.

In regards to Action 2.7, research on school counseling programs substantiates that school-wide counseling interventions have a substantial impact on students' educational and personal development. In an extensive review of 30 years of empirical research and professional standards, authors L. Dianne Borders and Sandra M. Drury state in the *Journal of Counseling and Development* that "effective school counseling programs serve all students equally. All students refers to those who are average, gifted and talented, low achieving and to those with handicaps and disabilities; those in all ethnic, cultural, and sexual orientation groups; those who speak English as a second language; migrants; boys and girls; athletes and non-athletes; and any other "special students" in the school" (Borders & Drury, 1992, p.489). Furthermore, their research concludes that "Individual and small-group counseling, classroom guidance, and consultation activities seem to contribute directly to students' success in the classroom and beyond, and school counselors should spend the majority of their time performing these interventions" (Borders & Drury, 1992, p.495).

In Albany, our stakeholders have identified Action 2.7 as the best option that will provide specific intervention counseling services. These services will be complimented by a much larger team of general school counselors, not funded by supplemental funds, who take on a much broader set of school-wide services, such as master scheduling and school-wide character education programs. We classify this as a school-wide intervention because we will serve students based on their specific identified needs, not only by their status as EL, Low-SES, or Foster Youth. In other words, it is not our intent to use supplemental funds to hire counselors who will be implementing and coordinating all the various services provided by a school-counseling department.

Action 3.1 "We will continue to support the engagement of parents and community members."

Action 3.1 Costs:

Materials & Supplies - \$5,000

Other services - \$15,000

In regards to Action 3.1 we specifically outline several services directly related to parents from Black/African American and Hispanic/Latino backgrounds. Stakeholders in Albany, especially parents, recognize that one of our essential needs is to address the inequities in opportunity and achievement for students from these two ethnic groups. Stakeholders in Albany also believe that the engagement of parents from these ethnic groups is critical to the success of African American/Black and Hispanic/Latino students, as well as to the overall success of all students in the community. Research has emphasized the link between parent involvement and student success (Davies, 1991; Epstein, 2001). Research also indicates that school communities need to do more to provide a welcoming and inclusive environment for families from minority backgrounds (Chrispeels et al, 2001; Delgado-Gaitan, 1991; Howard & Reynolds, 2008).

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LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Funding Sources	10,546,996.00	10,000,854.00	9,780,197.00	10,546,996.00	10,334,504.00	30,661,697.00
Base	4,085,272.00	3,987,176.00	4,423,585.00	4,085,272.00	3,685,153.00	12,194,010.00
CA Standards One-Time Allocation	0.00	9,183.00	574,524.00	0.00	0.00	574,524.00
CCCOE-ROP Funds & LCFF 9-12 Add-On Funds	340,788.00	283,452.00	0.00	340,788.00	362,302.00	703,090.00
Educator Effectiveness Grant	0.00	0.00	196,000.00	0.00	0.00	196,000.00
Federal Funds	145,834.00	140,523.00	0.00	145,834.00	145,702.00	291,536.00
Other	55,000.00	0.00	0.00	55,000.00	0.00	55,000.00
Parcel Tax	3,291,392.00	3,212,993.00	2,245,962.00	3,291,392.00	3,456,968.00	8,994,322.00
Restricted Routine Maintenance	708,417.00	613,143.00	480,649.00	708,417.00	692,072.00	1,881,138.00
Supplemental	1,749,449.00	1,588,469.00	1,653,418.00	1,749,449.00	1,838,185.00	5,241,052.00
Title I	122,433.00	102,104.00	151,970.00	122,433.00	109,326.00	383,729.00
Title II	48,411.00	63,811.00	0.00	48,411.00	44,796.00	93,207.00
Title III	0.00	0.00	54,089.00	0.00	0.00	54,089.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type						
Object Type	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	10,546,996.00	10,000,854.00	9,780,197.00	10,546,996.00	10,334,504.00	30,661,697.00
	50,000.00	0.00	8,772,396.00	0.00	0.00	8,772,396.00
1000-1999: Certificated Personnel Salaries	5,145,310.00	5,150,615.00	0.00	5,145,310.00	5,062,954.00	10,208,264.00
2000-2999: Classified Personnel Salaries	1,537,046.00	1,401,327.00	976,894.00	1,537,046.00	1,450,597.00	3,964,537.00
3000-3999: Employee Benefits	3,255,748.00	3,006,825.00	17,407.00	3,255,748.00	3,249,297.00	6,522,452.00
4000-4999: Books And Supplies	226,525.00	240,495.00	13,500.00	276,525.00	227,619.00	517,644.00
5000-5999: Services And Other Operating Expenditures	246,867.00	149,923.00	0.00	246,867.00	233,537.00	480,404.00
5700-5799: Transfers Of Direct Costs	30,500.00	0.00	0.00	30,500.00	30,500.00	61,000.00
6000-6999: Capital Outlay	55,000.00	51,669.00	0.00	55,000.00	80,000.00	135,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	All Funding Sources	10,546,996.00	10,000,854.00	9,780,197.00	10,546,996.00	10,334,504.00	30,661,697.00
	Base	50,000.00	0.00	3,901,433.00	0.00	0.00	3,901,433.00
	CA Standards One-Time Allocation	0.00	0.00	574,524.00	0.00	0.00	574,524.00
	CCCOE-ROP Funds & LCFF 9-12 Add-On Funds	0.00	0.00	0.00	0.00	0.00	0.00
	Educator Effectiveness Grant	0.00	0.00	196,000.00	0.00	0.00	196,000.00
	Parcel Tax	0.00	0.00	2,245,962.00	0.00	0.00	2,245,962.00
	Restricted Routine Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
	Supplemental	0.00	0.00	1,648,418.00	0.00	0.00	1,648,418.00
	Title I	0.00	0.00	151,970.00	0.00	0.00	151,970.00
	Title II	0.00	0.00	0.00	0.00	0.00	0.00
	Title III	0.00	0.00	54,089.00	0.00	0.00	54,089.00
1000-1999: Certificated Personnel Salaries	Base	1,812,688.00	1,839,656.00	0.00	1,812,688.00	1,571,287.00	3,383,975.00
1000-1999: Certificated Personnel Salaries	CA Standards One-Time Allocation	0.00	6,059.00	0.00	0.00	0.00	0.00
1000-1999: Certificated Personnel Salaries	CCCOE-ROP Funds & LCFF 9-12 Add-On Funds	210,572.00	180,338.00	0.00	210,572.00	218,138.00	428,710.00
1000-1999: Certificated Personnel Salaries	Federal Funds	96,573.00	96,571.00	0.00	96,573.00	96,085.00	192,658.00
1000-1999: Certificated Personnel Salaries	Parcel Tax	1,877,923.00	1,926,037.00	0.00	1,877,923.00	1,978,800.00	3,856,723.00
1000-1999: Certificated Personnel Salaries	Supplemental	1,049,367.00	1,012,894.00	0.00	1,049,367.00	1,099,808.00	2,149,175.00
1000-1999: Certificated Personnel Salaries	Title I	66,187.00	66,186.00	0.00	66,187.00	68,836.00	135,023.00
1000-1999: Certificated Personnel Salaries	Title II	32,000.00	22,874.00	0.00	32,000.00	30,000.00	62,000.00
2000-2999: Classified Personnel Salaries	Base	756,111.00	735,188.00	496,245.00	756,111.00	652,873.00	1,905,229.00
2000-2999: Classified Personnel Salaries	CA Standards One-Time Allocation	0.00	1,651.00	0.00	0.00	0.00	0.00

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
2000-2999: Classified Personnel Salaries	Parcel Tax	268,969.00	222,436.00	0.00	268,969.00	270,341.00	539,310.00
2000-2999: Classified Personnel Salaries	Restricted Routine Maintenance	456,376.00	393,695.00	480,649.00	456,376.00	431,359.00	1,368,384.00
2000-2999: Classified Personnel Salaries	Supplemental	50,907.00	46,430.00	0.00	50,907.00	91,341.00	142,248.00
2000-2999: Classified Personnel Salaries	Title I	4,683.00	1,927.00	0.00	4,683.00	4,683.00	9,366.00
3000-3999: Employee Benefits	Base	1,226,973.00	1,200,118.00	17,407.00	1,226,973.00	1,116,493.00	2,360,873.00
3000-3999: Employee Benefits	CA Standards One-Time Allocation	0.00	1,282.00	0.00	0.00	0.00	0.00
3000-3999: Employee Benefits	CCCOE-ROP Funds & LCFF 9-12 Add-On Funds	100,216.00	82,409.00	0.00	100,216.00	114,164.00	214,380.00
3000-3999: Employee Benefits	Federal Funds	45,043.00	43,952.00	0.00	45,043.00	45,390.00	90,433.00
3000-3999: Employee Benefits	Parcel Tax	1,040,710.00	952,292.00	0.00	1,040,710.00	1,104,037.00	2,144,747.00
3000-3999: Employee Benefits	Restricted Routine Maintenance	252,041.00	219,448.00	0.00	252,041.00	260,713.00	512,754.00
3000-3999: Employee Benefits	Supplemental	545,311.00	469,695.00	0.00	545,311.00	572,672.00	1,117,983.00
3000-3999: Employee Benefits	Title I	38,910.00	33,991.00	0.00	38,910.00	29,569.00	68,479.00
3000-3999: Employee Benefits	Title II	6,544.00	3,638.00	0.00	6,544.00	6,259.00	12,803.00
4000-4999: Books And Supplies	Base	76,000.00	125,285.00	8,500.00	126,000.00	101,000.00	235,500.00
4000-4999: Books And Supplies	CA Standards One-Time Allocation	0.00	191.00	0.00	0.00	0.00	0.00
4000-4999: Books And Supplies	CCCOE-ROP Funds & LCFF 9-12 Add-On Funds	30,000.00	20,705.00	0.00	30,000.00	30,000.00	60,000.00
4000-4999: Books And Supplies	Federal Funds	4,218.00	0.00	0.00	4,218.00	4,227.00	8,445.00
4000-4999: Books And Supplies	Parcel Tax	41,790.00	61,228.00	0.00	41,790.00	41,790.00	83,580.00

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
4000-4999: Books And Supplies	Supplemental	61,864.00	33,086.00	5,000.00	61,864.00	44,364.00	111,228.00
4000-4999: Books And Supplies	Title I	12,653.00	0.00	0.00	12,653.00	6,238.00	18,891.00
5000-5999: Services And Other Operating Expenditures	Base	133,000.00	35,260.00	0.00	133,000.00	133,000.00	266,000.00
5000-5999: Services And Other Operating Expenditures	Parcel Tax	62,000.00	51,000.00	0.00	62,000.00	62,000.00	124,000.00
5000-5999: Services And Other Operating Expenditures	Supplemental	42,000.00	26,364.00	0.00	42,000.00	30,000.00	72,000.00
5000-5999: Services And Other Operating Expenditures	Title II	9,867.00	37,299.00	0.00	9,867.00	8,537.00	18,404.00
5700-5799: Transfers Of Direct Costs	Base	30,500.00	0.00	0.00	30,500.00	30,500.00	61,000.00
6000-6999: Capital Outlay	Base	0.00	51,669.00	0.00	0.00	80,000.00	80,000.00
6000-6999: Capital Outlay	Other	55,000.00	0.00	0.00	55,000.00	0.00	55,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal

Goal	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
Goal 1	6,083,502.00	5,864,188.00	5,687,507.00	6,083,502.00	5,744,882.00	17,515,891.00
Goal 2	3,062,926.00	2,984,858.00	2,974,889.00	3,062,926.00	3,289,149.00	9,326,964.00
Goal 3	1,400,568.00	1,151,808.00	1,117,801.00	1,400,568.00	1,300,473.00	3,818,842.00

* Totals based on expenditure amounts in goal and annual update sections.

Expenditures Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20
All Funding Sources					

Expenditures NOT Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20
All Funding Sources					

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **2019-2020 LOCAL CONTROL AND ACCOUNTABILITY PLAN
FEDERAL ADDENDUM**

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

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: The purpose of this item is to review and approve the Local Control and Accountability Plan Federal Addendum.

BACKGROUND INFORMATION:

Under No Child Left Behind (NCLB) districts were required to complete a Local Educational Agency Plan (LEAP) in order to be eligible to apply for federal supplemental funds (Title I, II and III). The LEAP, served as a district's master plan to improve student achievement and meet federal measurable outcomes and was required to be updated annually and submitted to the California Department of Education (CDE).

The Local Control Accountability Plan replaces the LEAP as a district's master plan to improve student outcomes. Additionally, NCLB was replaced by the Every Student Succeeds Act (ESSA) when it was signed into law on December 10, 2015.

DETAILS:

Beginning in 2019-2020 districts applying for Every Student Succeeds Act (ESSA) funds (Title I, II, III)) must complete the LCAP Federal Addendum. The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible districts have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

Districts are required to respond to a number of prompts that detail how the district will meet the provisions of ESSA by using federal funds to support supplemental activities that may not be specifically addressed in the district's LCAP. The LCAP Federal Addendum is required to receive Governing Board approval and be submitted California Department of Education for review and approval no later than July 1.

FINANCIAL INFORMATION:

Albany Unified School District is applying for, and expects to receive, the following federal funds for 2019-2020:

- Title I, Part A Basic Grant (approximately \$200,000).
- Title II, Part A Supporting Effective Instruction (approximately \$90,000).
- Title III, Part A Immigrant and English Learner (approximately \$60,000).

Anticipated funds have been identified in the District's Local Control and Accountability Plan (Goal 1).

- Title I and Title III funds will be allocated to staff TK-5 Intervention Specialists (\$200,000) and provide ELD course sections (\$60,000).
- Title II funds will be allocated for professional development (\$45,000) and to support new teacher Induction (\$45,000).

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.*

RECOMMENDATION: APPROVE THE LOCAL CONTROL AND ACCOUNTABILITY PLAN FEDERAL ADDENDUM.

LCAP Federal Addendum System

Instructions, Strategy, and Alignment

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the Every Student Succeeds Act (ESSA).

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The LEA must address the Strategy and Alignment prompts provided below. Please describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Provide response:

The District uses the federal funds it receives (Title I, II and III) to enhance the goals of the Local Control and Accountability Plan (LCAP) and the District's Strategic Plan.

As the District receives limited federal funds, funds are targeted to the overall goal of providing "a comprehensive educational experience with expanded opportunities for engagement, assessment and academic growth so that all students will reach their fullest potential" as outlined in Goal 1 of the LCAP.

In Goal #1 of the LCAP, the District demonstrates a commitment to providing students with a wide-array of core academic and elective programs and supporting the needs of English learners and students at-risk for not meeting academic standards. To meet this goal, the District uses Title I funds to provide intervention staffing and services for students at-risk of not meeting standards. The District uses Title II funds to provide professional development to implement California State Standards and support new teachers through an Induction Program. The District uses Title III funds to provide English learner services and staffing.

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Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Provide response:

The District's LCAP is aligned with the District's overall strategic plan. Additionally, site level School Plans for Student Achievement are also aligned with the District's strategic plan goals and LCAP. Through site and district level planning processes, stakeholders are consulted regarding essential student needs and resources are allocated accordingly.

As the District receives limited federal funds, and in order to maximize those resources, all federal funds received by the District are targeted to actions and services in Goal 1 of the LCAP. The District uses Title I funds to provide intervention staffing and services for students at-risk of not meeting standards. The District uses Title II funds to provide professional development to implement California State Standards and support new teachers through an Induction Program. The District uses Title III funds to provide English learner services and staffing.

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LCAP Federal Addendum System

Title I, Part A

Every Student Succeeds Act (ESSA) Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions identified on this page do not align with state priorities. **Each provision identified on this page must be addressed**, unless the provision is not applicable to the LEA. If the provision is not applicable to the LEA, respond with "N/A".

The CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, CDE staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

To address these provisions, provide a narrative addressing each provision in the appropriate field below:

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Address the ESSA provision:

NA

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Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

Address the ESSA provision:

The District has implemented several strategies to ensure effective parent and family engagement. Goal 3 of the District's LCAP "Communicate and Lead Together" highlights the District's commitment to

partnering with families to ensure equitable learning outcomes for all students.

The District supports the engagement of Hispanic/LatinX and Black/African American parents through district-supported parent engagement/advisory groups that meet frequently and organize events to which the entire community is invited.

The District encourages parent involvement through a number of Board appointed committees including: Budget Advisory Committee, Board Policy Committee, Citizens Bond Oversight Committee, Local Control and Accountability Plan Advisory Committee.

Each school site maintains an active Parent Teacher Association or Parent Teacher Student Association and an active English Learner Advisory Committee. Additionally, the District maintains an active District English Learner Advisory Committee.

School sites host several parent information nights throughout the school year on a range of topics and each site provides ample opportunities for parent volunteerism and fundraising.

During the 2017-2018 and 2018-2019 school years, the District administered the California Schools Parent Survey.

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Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Address the ESSA provision:

SWP: N/A

TAS: N/A

Neglected or delinquent: N/A

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Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

Address the ESSA provision:

N/A

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Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

Address the ESSA provision:

The District provides assistance with school enrollment and McKinney Vento affidavits; transportation, application for free and reduced meals; resources and support to meet basic needs (i.e. clothes); and educational support services.

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Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Address the ESSA provision:

N/A

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Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- A. through coordination with institutions of higher education, employers, and other local partners; and
- B. through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

Address the ESSA provision:

Albany Unified does not use Title I dollars to facilitate middle school to high school and high school to higher education transitions.

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Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- A. assist schools in identifying and serving gifted and talented students; and
- B. assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

Address the ESSA provision:

Albany Unified School District does not use Title I funds to identify and serve Gifted and Talented Students or develop library programs.

Save All and Continue

LCAP Federal Addendum System

Title II, Part A

Every Student Succeeds Act (ESSA) Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions identified on this page do not align with state priorities. **Each provision identified on this page must be addressed**, unless the provision is not applicable to the LEA. If the provision is not applicable to the LEA, respond with "N/A".

The CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, CDE staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

To address these provisions, provide a narrative addressing each provision in the appropriate field below:

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

Address the ESSA provision:

The District provides an Induction program for all teachers needing to clear their preliminary credentials. The program is operated by a local county office of education. Teachers receive individual support and coaching through peer teachers and participate in year round professional development activities including seminars, workshops, reflective assignments and classroom visits.

Three times during the school year, teachers participate in full day professional learning experiences. The topics are driven by teacher interest and student need. Teachers are afforded the opportunity to develop their capacity as teacher leaders through monthly site leadership meetings and district cross-grade level meetings held four times per year. Additionally, representative teacher leader teams are regularly solicited to participate on ad hoc committees to pilot and adopt instructional materials, review and revise local assessments, and develop and implement district level plans, processes and procedures related to curriculum, instruction and assessment.

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Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

Address the ESSA provision:

N/A

Save All and Continue

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

Address the ESSA provision:

The District provides an Induction program for all teachers needing to clear their preliminary credentials. The program is operated by a local county office of education. Teachers receive individual support and coaching through peer teachers and participate in year round professional development activities including seminars, workshops, reflective assignments and classroom visits.

Save All and Continue

LCAP Federal Addendum System

Title III, Part A

Every Student Succeeds Act (ESSA) Provisions Not Addressed in the LCAP

For the majority of LEAs, the ESSA provisions identified on this page do not align with state priorities. **Each provision identified on this page must be addressed**, unless the provision is not applicable to the LEA. If the provision is not applicable to the LEA, respond with "N/A".

The CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, CDE staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

To address these provisions, provide a narrative addressing each provision in the appropriate field below:

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

Address the ESSA provision:

Three times during the school year, teachers participate in full day professional learning experiences. The topics are driven by teacher interest and student need. Additionally, four times per year, all teachers participate in districtwide cross-grade level meetings. Teachers are afforded multiple opportunities throughout the school year to participate in workshops and conferences hosted locally and regionally. Topics include: social justice mathematics, Next Generation Science Standards, support for implementing English Language Development standards, support for providing effective mathematics instruction.

All site administrators meet weekly to discuss a range of topics including: culturally responsive teaching, systems thinking, social emotional learning and social justice competencies and strategies for using data to drive instruction. Additionally, administrators have participated in workshops and conferences on the following topics: social justice math, restorative justice, trauma informed practices, support for English learners, and student attendance/chronic absenteeism.

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Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

Address the ESSA provision:

The District provides staffing and funds for ongoing teacher staff development to support English learners to meet California State Standards.

The District allocates staffs English Learner Specialists at each school site. The Specialists provide small group classroom instruction; administer initial and summative English learner assessments; maintain regular communication with families, monitor student progress, facilitate ELAC and DELAC; provide teacher consultation, attend and facilitate professional development and coordinate the District's ELD summer bridge program in collaboration with the summer school principal.

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Title III Programs and Activities

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

Address the ESSA provision:

The District allocates staffs English Learner Specialists at each school site. The Specialists provide small group classroom instruction; administer initial and summative English learner assessments; maintain regular communication with families, monitor student progress, facilitate ELAC and DELAC; provide teacher consultation, attend and facilitate professional development and coordinate the District's ELD summer bridge program in collaboration with the summer school principal.

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**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: 2019-2020 BUDGET ADOPTION

PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To adopt 2019-20 Proposed Budget as presented.

BACKGROUND INFORMATION:

Education Code Section 52062(b) requires a public hearing be held for the LCAP and Budget prior to the Board adoption of the LCAP and Budget. At the June 11, 2019 Regular Board Meeting, the Board held a public hearing on the proposed budget, received a presentation from staff, and staff responded to questions.

DETAILS:

The purpose of the presentation is to request that the Board adopt the 2019-20 Proposed Budget. The Proposed Budget is based on the information from the Governor's May Revise in order for the District to meet its statutory deadline of an approved Budget by June 30. The budget is only an initial blueprint for revenues and expenditures since the preparation of the adopted budget occurs before the State has enacted its budget, and before actual revenues and expenditures are known for the current year. In the event that material revisions are necessary, a revised budget will be presented to the Board no less than 45 days after the enacted state budget.

FINANCIAL INFORMATION: N/A

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: To adopt 2019-20 Proposed Budget as presented.

ALBANY UNIFIED SCHOOL DISTRICT



2019-2020 Proposed Budget Report Executive Summary

**Public Hearing: June 11, 2019
Adoption: June 25, 2019**

Albany Unified School District Mission Statement & Strategic Plan

MISSION STATEMENT

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

Board Approved on April 21, 2011

STRATEGIC PLAN



Objective One

- ASSESS AND INCREASE 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."



Objective Two

- SUPPORT THE WHOLE CHILD

"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 Three

- COMMUNICATE AND LEAD TOGETHER

"All stakeholders will collaborate and communicate about decisions that guide the sites and district."

Proposed Budget Financial Report

Overview

A school district operates during the fiscal year of July 1 to June 30. In January, the District begins its planning for the following year's budget based upon the State's January Budget Proposal, enrollment projections, and facility constraints.

During the months of May and June each year, the District finalizes its budget for the coming year. In order to project the budget, a series of assumptions about the conditions of the District must be determined. These assumptions are then inserted into State and District formulas in order to determine the final budget for the next year. Two major determinates in the District's proposed budget are stakeholder engagement from the Local Control Accountability Plan process and the Governor's Revised Budget Proposal in May.

The accuracy of the District's budget projection for the next year is only as good as the assumptions that are used in developing the budget. If the assumptions change, so too will the budget. As a consequence, the major assumptions have to be carefully considered in evaluating the accuracy of next year's income and expense.

With the understanding that changing assumptions directly change the financial outlook of the District, the State requires all school districts to report its budget for the current year, as well as two subsequent years as follows:

Budget	Current Data	Approved
Adopted	Prior to Fiscal Year	By June 30
*Revised Budget	State Budget Adopted	August 15
1 st Interim	July 1 to October 31	December 15
2 nd Interim	July 1 to January 31	March 15
*3 rd Interim For Qualified or Negative Certifications	July 1 to April 30	June 1
Unaudited Actuals	July 1 to June 30	September 15

The Adopted Budget, required to be adopted by the end of June, is based on assumptions for the upcoming and future years. These assumptions are based on current legislation, recent official guidance from Federal, State, or Local agencies, current data, professional demographic studies, historical trends on enrollment and staffing, and District plans and priorities for the upcoming budget years. The Alameda County Office of Education will then review the Adopted Budget and approve, conditionally approve, or disapprove the Budget per Education Code 42127.

The 1st Interim Report updates the current budget year based on: enrollment and staffing needs; step and column salary adjustments; health and welfare open enrollment and premium adjustments; and any revenue projections adjusted due to the State budget adoption occurring after the District budget adoption. Due to the timing of the Governor's Budget being released in January, the focus of the 1st Interim Report is to update the current year budget.

The 2nd Interim Report updates the current budget year and two subsequent years based on the Governor's Budget proposal for the following year, updates in revenues driven by attendance, and updates any adjustments on Board priorities or spending. This report helps provide a basis for the following year's budget planning process.

The Unaudited Actuals Report provides pre-audited financial numbers for the fiscal year that just past. This report is not yet audited by an external auditor, which is why it is called an unaudited report. The external auditor reviews this report and conducts an audit of the financials to be reviewed and accepted by the Board in January, seven months after the fiscal year closure.

Enrollment and Attendance History and Projections

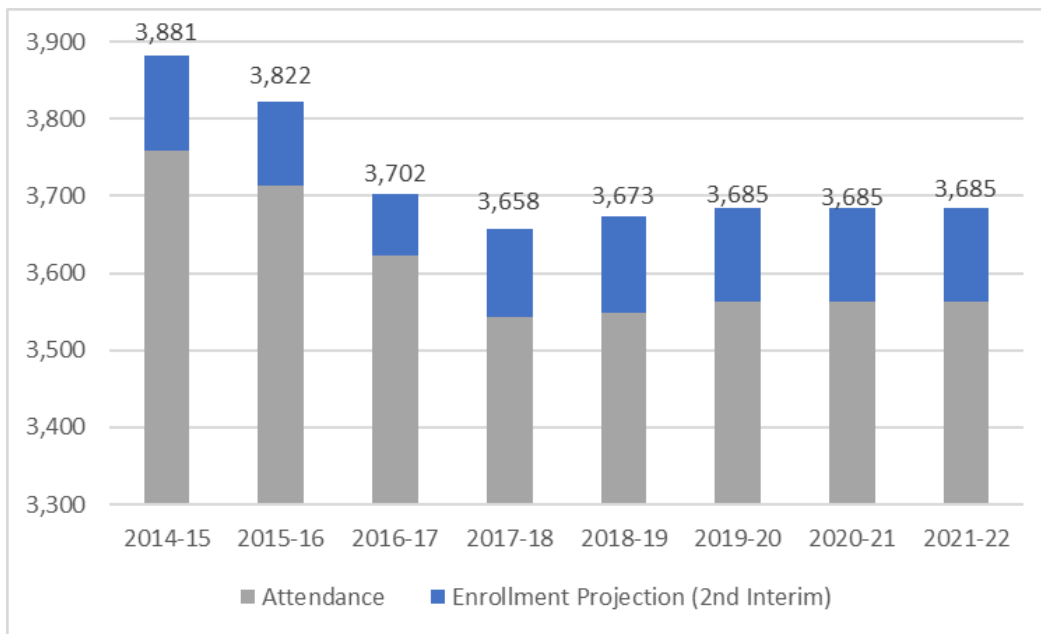
The most significant characteristic for determining District income is the calculation of the average number of students that are in school and in attendance on a daily basis. The State funds school districts based on the amount of students attending school each day, instead of the number of students actually enrolled in school each day. This average daily attendance or ADA is multiplied by the District's Local Control Funding Formula Grade Span Rate per ADA to determine the total Local Control Funding Formula income for the District. Funding is allocated based on the higher of the current year or prior year ADA.

ADA should not be confused with enrollment. The official annual enrollment count is taken in October for that school year and is used for staffing and facility needs.

Since ADA is such an important part of the District's income base, the projection of ADA for this next fiscal year is an important part in projecting the District's income. Currently, even a 1% change in attendance rates would be a \$300,000 change in the District's projected revenues. Therefore, District attendance records are monitored monthly and ADA is updated throughout the year to ensure that the projected revenues are in line with the District's budgeted or revised projections. Since the year 2000, the Albany Unified School District has averaged a 97% attendance rate compared to enrollment.

The following is Albany Unified School District history and current projections* on attendance and enrollment:

	Enrollment Projection (Budget Adoption)		Enrollment Projection (2nd Interim)		Attendance	
2014-15	3,881		3,881		3,758	
2015-16	3,822		3,822		3,713	
2016-17	3,702		3,702		3,622	
2017-18	3,658		3,658		3,543	
2018-19	3,646		3,673		3,549	
2019-20	3,685	*	3,685	*	3,562	*
2020-21	3,685	*	3,685	*	3,562	*
2021-22	3,685	*	3,685	*	3,562	*



Governor’s Revised State Budget Proposal

“May Revision”

Governor Newsom released his proposed Revised State budget on May 9th for the upcoming 2019-20 fiscal year. Due to strong April tax revenues, the Governor was able to preserve the majority of his proposals and continue his “California for All” vision from January. The Governor’s budget, while not forecasting a recession, is based on conservative economic and revenue assumptions. However, as in prior years, the May Revision emphasizes that continued economic growth is dependent on consumer spending, which relies heavily on wage and salary increases, as well as investments.

LCFF Cost-of-Living-Adjustment (COLA): Funding for the Local Control Funding Formula (LCFF) is in its second year of being funded at target levels (i.e. 100% of full implementation), and is expected to increase by \$1.96 billion based on a 2019-20 cost-of-living-adjustment (COLA) of 3.26%; slightly lower than January’s estimate of a 3.46% COLA (\$2 billion increase). Illustrated below is a comparison of the COLA percentages:

Description	2018-19	2019-20	2020-21	2021-22
Annual COLA – Enacted (June 2018)	3.70%*	2.57%	2.67%	3.42%
Annual COLA – Proposed (January 2019)	3.70%*	3.46%	2.86%	2.92%
Annual COLA – Revised (May 2019)	3.70%*	3.26%	3.00%	2.80%

* COLA relating to programs other than LCFF is 2.71%

One-Time Discretionary Funding. Unlike in past years, the 2019-20 May Revision does not propose any one-time Proposition 98 discretionary funding, which remains unchanged from the Governor’s January proposal.

Additional 2019-20 Proposed Budget Components. Additional components of the Governor’s 2019-20 budget contain the following:

- In addition to the COLA impacting the LCFF, the COLA also impacts other education programs that are funded outside of the LCFF (i.e. mandate block grant, special education, preschool, child nutrition, etc.)
- \$696.2 million (\$119 million increase of on-going funds from January) to support expanded special education services and school readiness support for LEAs with high percentages of both students with disabilities and English Learner/ socioeconomic disadvantaged students
 - In order to qualify, LEAs would need to have a three-year average with a UPP percent of at least 55% and have a special education enrollment above 10.93% of total enrollment
 - Qualifying LEAs would receive approximately \$14,000 for each student with disabilities above the state average
 - This proposal may change significantly before the final State budget is enacted.

- Proposes an additional year of funding for the Classified School Employee Summer Assistance Program with \$36 million of one-time funds
- \$500,000 in one-time, non-Proposition 98 funds to increase an LEA's ability to draw down federal funds for medically related Special Education services, and to transition three-year old students with disabilities from regional centers to local LEAs
- Increases and reductions to Early Childhood funding from Governor's January proposal
 - \$80.5 million from the Cannabis Fund for subsidized child care for school-age children from income-eligible families
 - The Governor's January proposal did not include any child care slots
 - Funds the first 10,000 full day non-LEA slots by April 2020
 - Postpones the funding of the remaining 20,000 full-day non-LEA slots to an unspecified date
 - Proposes to extend the paid family leave program by two weeks after the birth or adoption of a child, and exempts diapers and feminine hygiene products from sales taxes through December 31, 2021
 - Instead, the Disability Insurance Fund would be utilized to fund this extended benefit
- Continues to propose \$10 million one-time, non-Proposition 98 funds to plan and develop a longitudinal data system that would connect data multiple educational and workforce segments

Routine Restricted Maintenance Account:

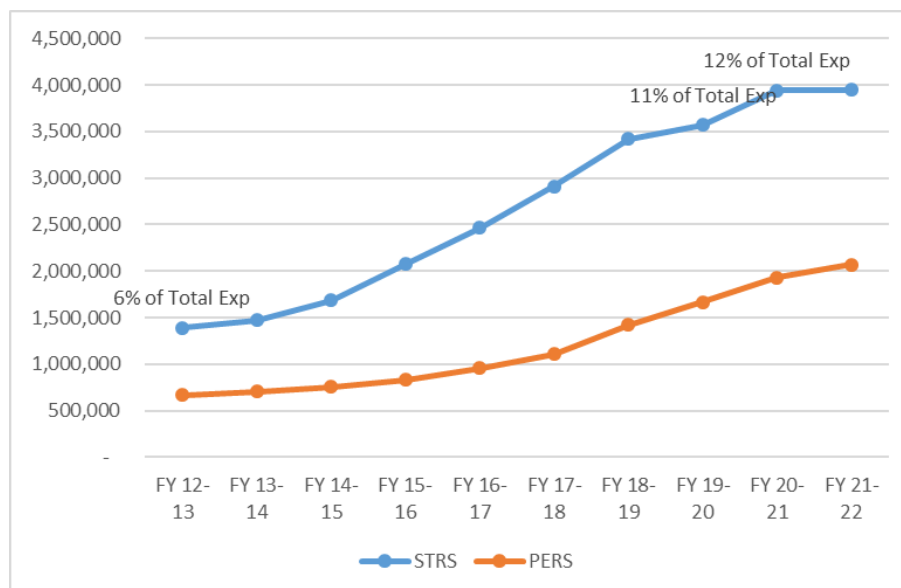
Per Education Code Section 17070.75, school districts are required to deposit into the account a minimum amount equal to or greater than three percent (3%) of the total General Fund expenditures and other financing uses for that fiscal year. While school districts have taken advantage of multiple flexibility provisions over the past decade, school districts must now comply with the 3% contribution provision beginning in 2019-20 due to the interpretation of Education Code Section 17070.75(b)(2)(B-C) by the California Department of Education. Illustrated below are the primary compliance components:

- The 3% contribution is calculated on total General Fund expenditures, including other financing uses (i.e. transfers out, debt issuances relating to the General Fund)
- The 3% contribution incorporates RRMA and CalSTRS on-behalf expenditures
- The final 3% contribution is based on year-end actual data; therefore, while it is developed based on budget, it must be trued up using actual expenditures
- The actual contribution will be audited as part of the School Facility Program Bond Audit

Multiyear Projections

Description	Fiscal Year			
	2018-19	2019-20	2020-21	2021-22
Planning Factor				
COLA	2.71% (3.70% LCFF Only)	3.26%	3.00%	2.80%
LCFF Unduplicated Percentage	28.24%	29.91%	30.02%	29.99%
STRS Employer Rates (Governor's Proposed Rates)	16.28%	16.70%	18.10%	17.80%
PERS Employer Rates (PERS Board / Actuary)	18.062%	20.733%	23.60%	24.90%
Lottery – Unrestricted per ADA	\$151	\$151	\$151	\$151
Lottery – Prop. 20 per ADA	\$53	\$53	\$53	\$53
Mandated Cost per ADA / One Time Allocation	\$184	\$0	\$0	\$0
Mandate Block Grant for Districts: K-8 per ADA	\$31.16	\$32.18	\$33.15	\$34.08
Mandate Block Grant for Districts: 9-12 per ADA	\$59.83	\$61.94	\$63.80	\$65.59
Routine Restricted Maintenance Account * Percentage of total General Fund expenditures and financing uses	Greater of: Lesser of 3%* / 2014-15 Amount or 2%*	Equal to or greater than 3% of total <u>actual</u> General Fund expenditures & financing uses	Equal to or greater than 3% of total <u>actual</u> General Fund expenditures & financing uses	Equal to or greater than 3% of total <u>actual</u> General Fund expenditures & financing uses

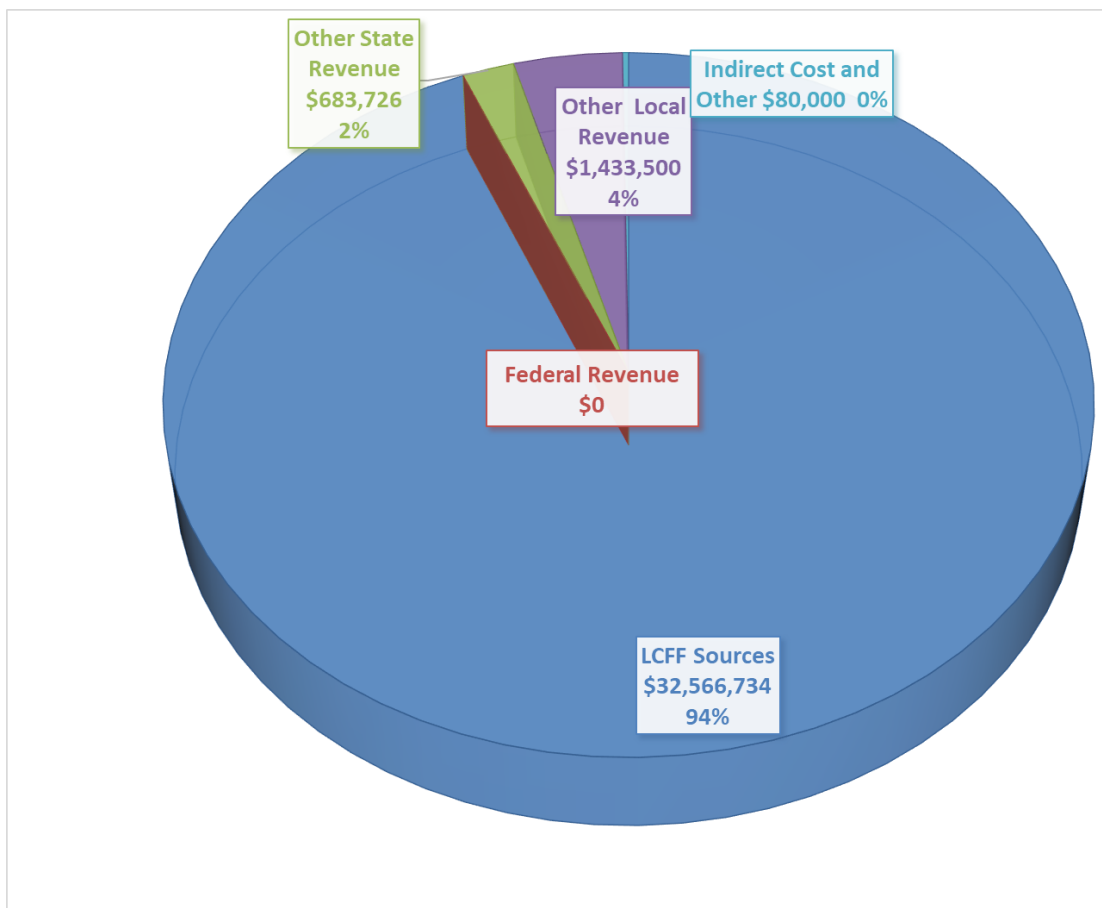
Impact of CalPERS and CalSTRS on General Fund



Using the funding assumptions in the chart above, and the prescribed LCFF calculator, the following table reflects the District's revenue projections for 2019/20.

Unduplicated as % of Enrollment						29.91%
	ADA	Base	Gr Span	Supp	Concen	TARGET
Grades TK-3	1,060.09	7,702	801	509	-	9,553,159
Grades 4-6	805.82	7,818		468	-	6,676,761
Grades 7-8	553.90	8,050		482	-	4,725,626
Grades 9-12	1,141.82	9,329	243	573	-	11,583,304
Total ADA	3,561.63					
Home-to-School Transportation						27,884
Total LCFF Funding		29,575,648	1,126,594	1,836,608	-	32,566,734

Unrestricted General Fund Revenues



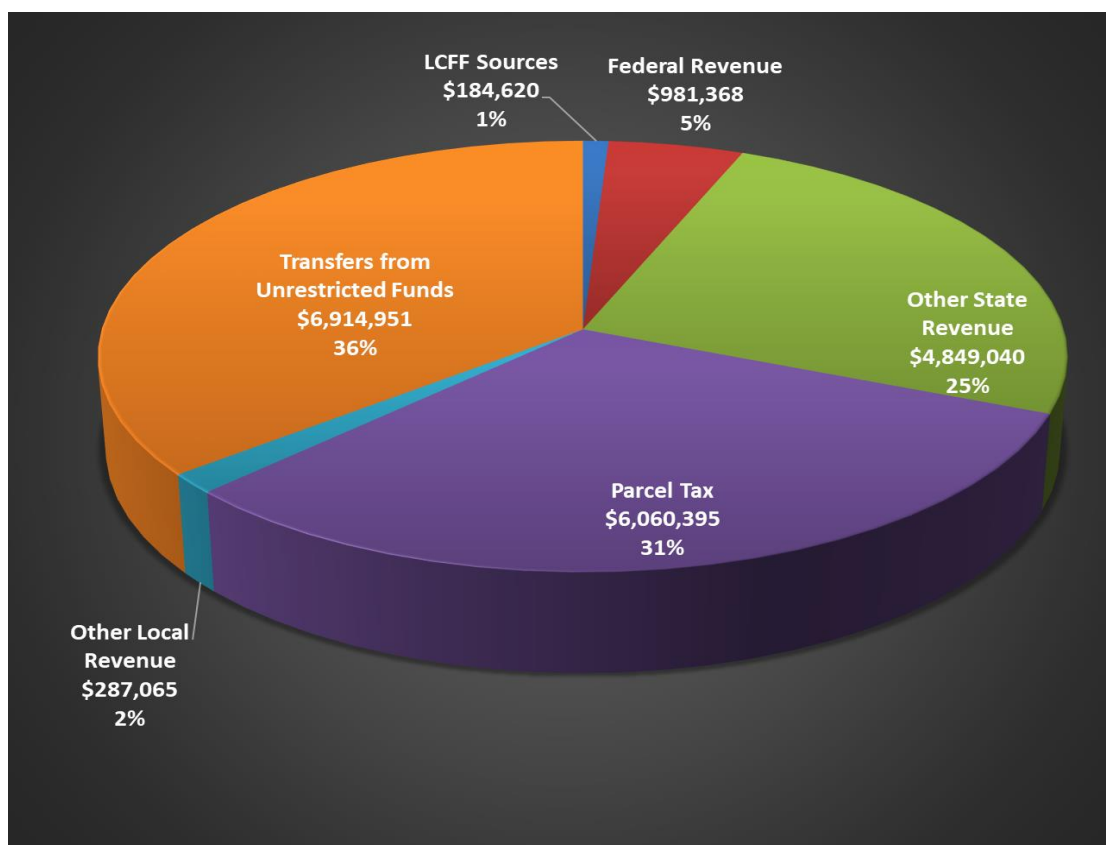
Most of the District's General Fund revenue is generated from the District's Local Control Funding Formula, which yields funds based on a State-determined dollar amount multiplied by the average number of students who are in attendance throughout the school year.

Unrestricted General Fund Revenues are what is used for the general operations of the school district. They can be used for any educational purpose and is the source of funding for mandated programs which are not self-supporting.

Restricted General Fund Revenues

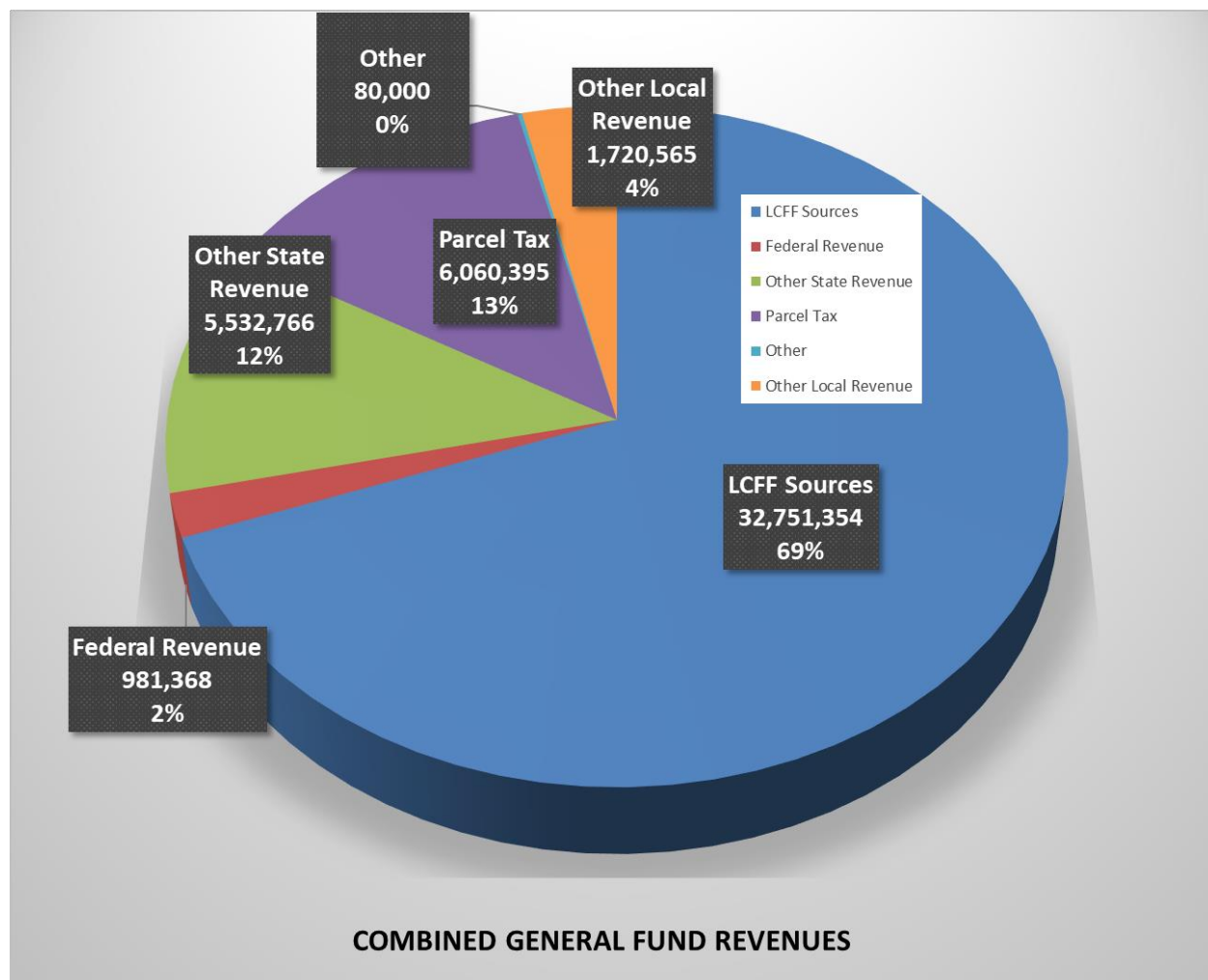
Restricted General Fund Revenues can only be expended for purposes determined by the grantor, such as, Special Education, Transportation, and Restricted Routine Maintenance. The two largest sources of revenues are State categorical income that must be spent for selected State-determined programs and two district parcel taxes which generate \$6,060,395 in revenue.

The largest categorical program is the approximately \$7.7 million Special Education program which is federally mandated to provide support services based on qualifying students Individualized Educational Plan (IEPs). This program only receives approximately 40% of the funds needed from Federal and State sources. The remainder has to be supported from the Unrestricted General Fund. Federal income is a small portion of the entire District income.



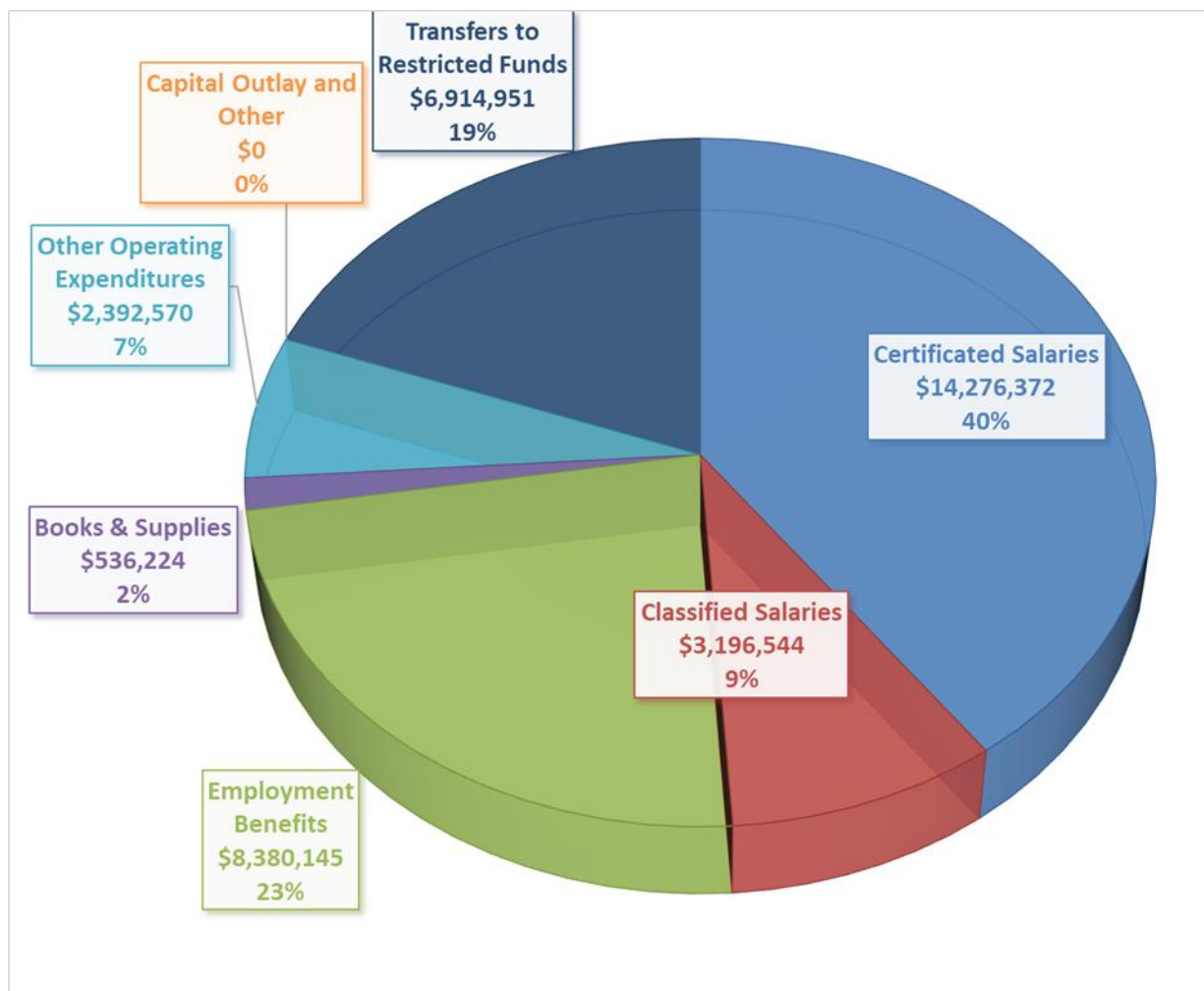
Combined General Fund Revenues

This is a pie chart of the Combined General Fund Revenues for the Albany Unified School District. As noted above: the existing parcel tax measures represent 13% of all the General Fund revenue received; just over 81% of General Fund revenue received is from the State; and Federal funds only represent 2% of total General Fund revenues.



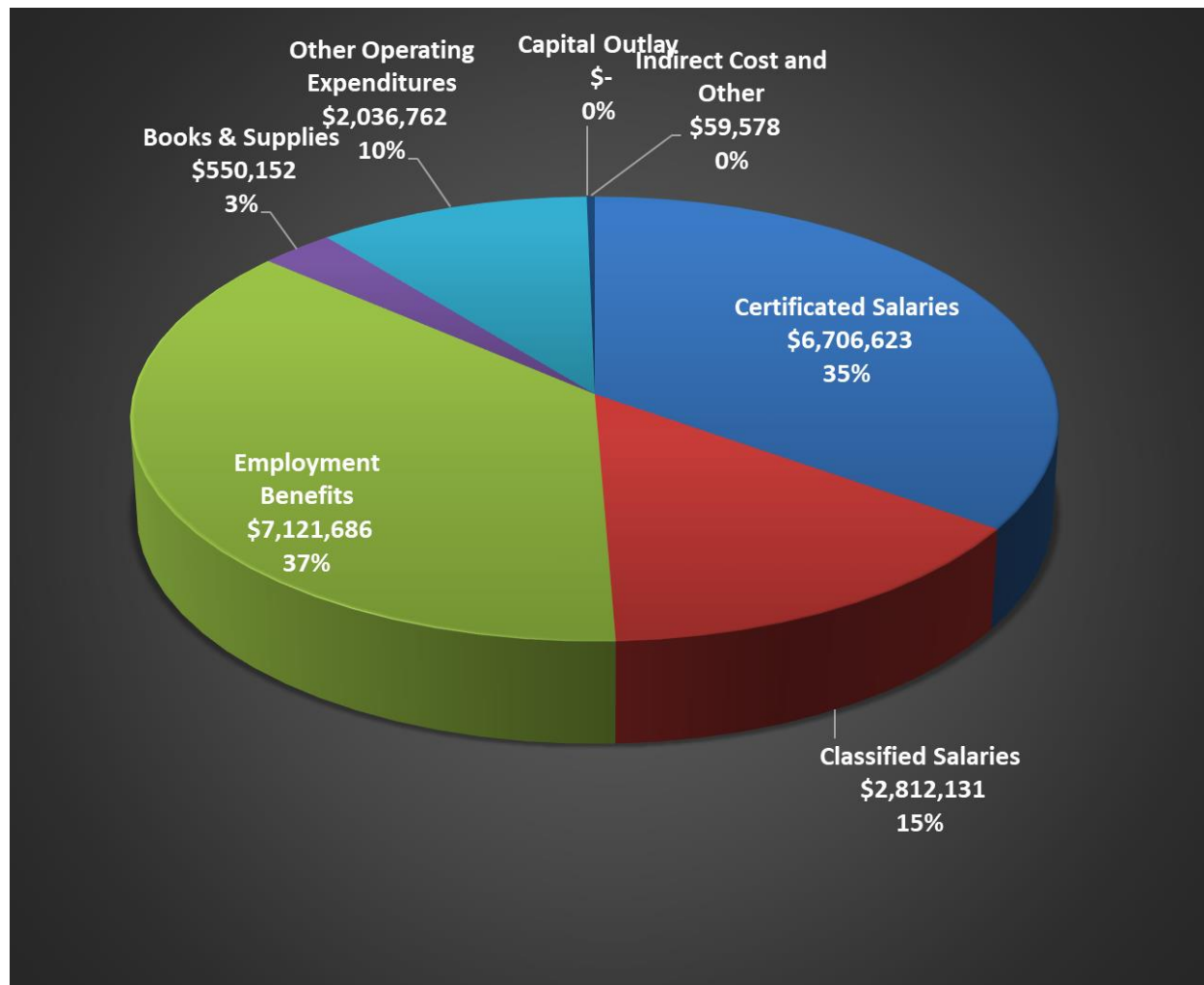
Unrestricted General Fund Expenditures

Education is a service-centered industry, people are required to carry out the needs and services of the District. As such, most of the expenditures of the District are committed to the salaries and benefits for employees of the District. Over 91% of the District's budgeted expenditures, not incorporating the Transfers to Restricted Funds, are for the salaries and benefits of District employees. The Transfers to Restricted Funds is required to cover mandated programs that lack sufficient funds for the program such as Special Education and Restricted Routine Maintenance.



Restricted General Fund Expenditures

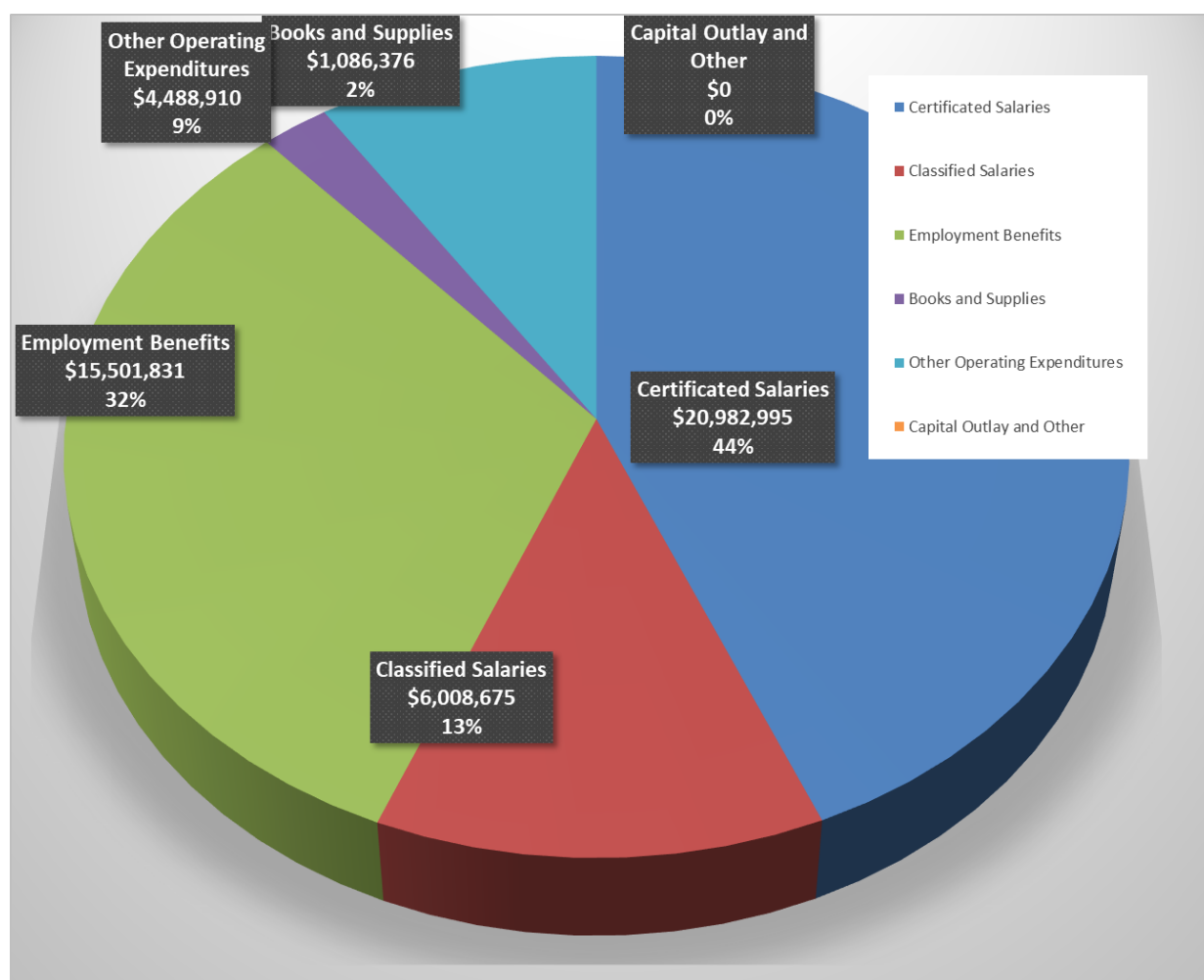
Unlike the Unrestricted General Fund, salaries and benefits make up 84% of the Restricted General Fund Expenditures, not incorporating STRS On-Behalf Pension Contribution. This is because more of the funds are spent on supplemental services, such as supplemental materials, specific trainings and conferences, and contracted services.



Combined General Fund Expenditures

This is a pie chart of the Combined General Fund Expenditures for the Albany Unified School District. As such, most of the expenditures of the District are committed to the salaries and benefits for employees of the District. It takes people to teach students, and in the Albany Unified School District, over 89% of the District's budgeted expenditures are for the salaries and benefits of District employees.

The employee benefits of the District represent an additional 32% of the total payroll cost in the budget for expenses for retirement, Medicare, unemployment, workers compensation, and health and welfare insurance costs for current and retired employees.



Summary of Other Program Funds

Description	SELPA Administrative Unit Fund (10)	Child Development Fund (12)	Cafeteria Food Services Fund (13)	Deferred Maintenance Fund (14)
REVENUES				
General Purpose Revenues:				
State Aid & EPA	-	-	-	
Property Taxes & Misc. Local	-	-	-	
Total General Purpose	-	-	-	-
Federal Revenues	4,571,530	225,612	318,000	-
Other State Revenues	12,963,007	897,657	17,500	-
Other Local Revenues	-	1,567,000	782,000	-
TOTAL - REVENUES	17,534,537	2,690,269	1,117,500	-
EXPENDITURES				
Certificated Salaries	-	388,458	-	-
Classified Salaries	-	1,047,792	539,108	-
Employee Benefits (All)	-	940,488	345,665	-
Books & Supplies	-	40,100	374,000	-
Other Operating Expenses (Services)	-	218,735	(150,000)	-
Capital Outlay	-	-	-	-
Other Outgo	17,534,537	129,268	-	-
Direct Support/Indirect Costs	-	-	56,769	-
TOTAL - EXPENDITURES	17,534,537	2,764,841	1,165,542	-
EXCESS (DEFICIENCY)	-	(74,572)	(48,042)	-
OTHER SOURCES/USES				
Transfers In (Out)	-	-	-	24,150
TOTAL - OTHER SOURCES/USES	-	-	-	24,150
FUND BALANCE INCREASE (DECREASE)	-	(74,572)	(48,042)	24,150
FUND BALANCE				
Beginning Fund Balance	-	232,024	48,060	79,951
Ending Balance, June 30	-	157,452	18	104,101

SELPA PASS-THROUGH FUND 10

This fund accounts for the pass-through revenues and disbursements for the purpose of operating the North Region Special Education Local Plan Area (SELPA) Administrative Unit to the neighboring school districts of Alameda, Albany, Berkeley, Emery, and Piedmont Unified School Districts.

CHILD DEVELOPMENT FUND 12

This fund accounts for revenues and disbursements for the purpose of operating the Albany Children's Center which includes the preschool and after school programs.

CHILD NUTRITION SERVICES FUND 13

This fund accounts for revenues and disbursements for the purpose of operating the District Cafeteria Program.

DEFERRED MAINTENANCE FUND 14

This fund accounts for Deferred Maintenance financial activity.

Description	Special Reserve Fund (17)	Building Fund (21)	Capital Facilities Fund (25)	County School Facilities Fund (35)	Bond Interest & Redemption Fund (51)
REVENUES					
General Purpose Revenues:					
State Aid & EPA	-	-	-	-	-
Property Taxes & Misc. Local	-	-	-	-	-
Total General Purpose	-	-	-	-	-
Federal Revenues	-	-	-	-	-
Other State Revenues	-	-	-	-	58,300
Other Local Revenues	-	370,000	40,000	-	7,262,035
TOTAL - REVENUES	-	370,000	40,000	-	7,320,335
EXPENDITURES					
Certificated Salaries	-	-	-	-	-
Classified Salaries	-	27,369	-	-	-
Employee Benefits (All)	-	32,663	-	-	-
Books & Supplies	-	-	-	-	-
Other Operating Expenses (Services)	-	125,900	120,000	-	-
Capital Outlay	-	30,100,000	-	-	-
Other Outgo	-	-	-	-	10,034,600
TOTAL - EXPENDITURES	-	30,285,932	120,000	-	10,034,600
EXCESS (DEFICIENCY)	-	(29,915,932)	(80,000)	-	(2,714,265)
OTHER SOURCES/USES					
Transfers In (Out)	(80,000)	-	80,000	-	-
TOTAL - OTHER SOURCES/USES	(80,000)	-	80,000	-	-
FUND BALANCE INCREASE (DECREASE)	(80,000)	(29,915,932)	-	-	(2,714,265)
FUND BALANCE					
Beginning Fund Balance	197,162	40,876,255	29,941	270	11,068,876
Ending Balance, June 30	117,162	10,960,323	29,941	270	8,354,611

SPECIAL RESERVE FUND 17

This fund may be used as a special reserve fund, unrelated to facilities. Currently, these funds are for Career-Technical Education programs.

BUILDING FUND 21

This fund exists primarily to account separately for proceeds from the sale of bonds (*Education Code* Section 15146) and may not be used for any purposes other than those for which the bonds were issued.

- **2009 Measure E Bond**
- **2016 Measure B Bond**
- **2016 Measure E Bond**

CAPITAL FACILITIES ACCOUNT FUND 25

Fund established to account for the collection of developer fees and expenditures for capital facility projects related to growth.

BOND AND INTEREST REDEMPTION FUND 51

This fund is established to account for the tax collection and payment of voter-approved bonds.

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2018-19 Estimated Actuals	2019-20 Budget
01	General Fund/County School Service Fund	GS	GS
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund	G	G
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	G
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
76A	Changes in Assets and Liabilities (Warrant/Pass-Through)		
95A	Changes in Assets and Liabilities (Student Body)		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		S
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		GS
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities		
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2018-19 Estimated Actuals	2019-20 Budget
MYP	Multiyear Projections - General Fund		GS
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		S
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

ANNUAL BUDGET REPORT:
July 1, 2019 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: 819 Bancroft Way, Berkeley, CA 94710
Date: June 05, 2019

Place: Albany City Hall, 1000 San Pablo Av
Date: June 11, 2019
Time: 6:30 pm (open session at 7:00 pm)

Adoption Date: June 25, 2019

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Jackie Kim

Telephone: (510) 558-3751

Title: Chief Business Official

E-mail: jakim@ausdk12.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.		X
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?		X
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?		X
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2018-19) annual payment?		X
			X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?		X
			X	
			X	X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X
				X
				X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year? • Approval date for adoption of the LCAP or approval of an update to the LCAP:		X
				Jun 25, 2019
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services, and Expenditures?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	31,316,615.00	172,744.00	31,489,359.00	32,566,734.00	184,620.00	32,751,354.00	4.0%
2) Federal Revenue		8100-8299	0.00	1,062,483.00	1,062,483.00	0.00	981,368.00	981,368.00	-7.6%
3) Other State Revenue		8300-8599	1,311,053.00	4,725,484.00	6,036,537.00	683,726.00	4,849,040.00	5,532,766.00	-8.3%
4) Other Local Revenue		8600-8799	1,459,650.00	6,934,484.00	8,394,134.00	1,433,500.00	6,347,460.00	7,780,960.00	-7.3%
5) TOTAL, REVENUES			34,087,318.00	12,895,195.00	46,982,513.00	34,683,960.00	12,362,488.00	47,046,448.00	0.1%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	14,433,950.00	6,860,370.00	21,294,320.00	14,276,372.00	6,706,623.00	20,982,995.00	-1.5%
2) Classified Salaries		2000-2999	3,081,638.00	2,881,474.00	5,963,112.00	3,196,544.00	2,812,131.00	6,008,675.00	0.8%
3) Employee Benefits		3000-3999	8,423,134.00	6,795,131.00	15,218,265.00	8,380,145.00	7,121,686.00	15,501,831.00	1.9%
4) Books and Supplies		4000-4999	734,596.00	1,074,245.00	1,808,841.00	536,224.00	550,152.00	1,086,376.00	-39.9%
5) Services and Other Operating Expenditures		5000-5999	2,334,835.00	2,679,068.00	5,013,903.00	2,454,035.00	2,036,762.00	4,490,797.00	-10.4%
6) Capital Outlay		6000-6999	86,956.00	323,643.00	410,599.00	80,000.00	0.00	80,000.00	-80.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	29,441.00	23,707.00	53,148.00	0.00	0.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(236,787.00)	51,527.00	(185,260.00)	(245,615.00)	59,578.00	(186,037.00)	0.4%
9) TOTAL, EXPENDITURES			28,887,763.00	20,689,165.00	49,576,928.00	28,677,705.00	19,286,932.00	47,964,637.00	-3.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			5,199,555.00	(7,793,970.00)	(2,594,415.00)	6,006,255.00	(6,924,444.00)	(918,189.00)	-64.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	579,000.00	0.00	579,000.00	80,000.00	0.00	80,000.00	-86.2%
b) Transfers Out		7600-7629	104,150.00	0.00	104,150.00	104,150.00	0.00	104,150.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(6,934,444.00)	6,934,444.00	0.00	(6,914,951.00)	6,914,951.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(6,459,594.00)	6,934,444.00	474,850.00	(6,939,101.00)	6,914,951.00	(24,150.00)	-105.1%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,260,039.00)	(859,526.00)	(2,119,565.00)	(932,846.00)	(9,493.00)	(942,339.00)	-55.5%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	6,810,130.00	1,150,860.00	7,960,990.00	5,550,091.00	291,334.00	5,841,425.00	-26.6%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,810,130.00	1,150,860.00	7,960,990.00	5,550,091.00	291,334.00	5,841,425.00	-26.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,810,130.00	1,150,860.00	7,960,990.00	5,550,091.00	291,334.00	5,841,425.00	-26.6%
2) Ending Balance, June 30 (E + F1e)			5,550,091.00	291,334.00	5,841,425.00	4,617,245.00	281,841.00	4,899,086.00	-16.1%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	25,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	17,720.00	0.00	17,720.00	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	291,334.00	291,334.00	0.00	281,841.00	281,841.00	-3.3%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	3,755,714.00	0.00	3,755,714.00	2,822,868.00	0.00	2,822,868.00	-24.8%
2020-21 Deficit Spending Projection	0000	9780				936,960.00		936,960.00	
2020-21 Deficit Spending Projection	1400	9780				450,772.00		450,772.00	
2021-22 Deficit Spending Projection	1400	9780				1,435,136.00		1,435,136.00	
2019-20 Deficit Spending Projection	0000	9780	932,846.00		932,846.00				
2020-21 Deficit Spending Projection	0000	9780	1,387,732.00		1,387,732.00				
2021-22 Deficit Spending Projection	0000	9780	21,215.00		21,215.00				
2021-22 Deficit Spending Projection	1400	9780	1,413,921.00		1,413,921.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,490,432.00	0.00	1,490,432.00	1,442,100.00	0.00	1,442,100.00	-3.2%
Unassigned/Unappropriated Amount			261,225.00	0.00	261,225.00	327,277.00	0.00	327,277.00	25.3%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	13,075,373.68	(4,674,577.50)	8,400,796.18				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	25,000.00	0.00	25,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	(6,683.89)	271,003.13	264,319.24				
4) Due from Grantor Government		9290	(20,964.26)	(29,699.04)	(50,663.30)				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	17,720.00	0.00	17,720.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			13,090,445.53	(4,433,273.41)	8,657,172.12				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	3,119,806.75	59,226.05	3,179,032.80				
2) Due to Grantor Governments		9590	98,399.00	2,783.59	101,182.59				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	(40,580.16)	(40,580.16)				
6) TOTAL, LIABILITIES			3,218,205.75	21,429.48	3,239,635.23				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(G9 + H2) - (I6 + J2)			9,872,239.78	(4,454,702.89)	5,417,536.89				

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	14,805,706.00	0.00	14,805,706.00	16,036,848.00	0.00	16,036,848.00	8.3%
Education Protection Account State Aid - Current Year		8012	5,362,409.00	0.00	5,362,409.00	5,381,386.00	0.00	5,381,386.00	0.4%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	35,717.00	0.00	35,717.00	35,717.00	0.00	35,717.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	366.00	0.00	366.00	366.00	0.00	366.00	0.0%
County & District Taxes Secured Roll Taxes		8041	5,655,186.00	0.00	5,655,186.00	5,655,186.00	0.00	5,655,186.00	0.0%
Unsecured Roll Taxes		8042	384,194.00	0.00	384,194.00	384,194.00	0.00	384,194.00	0.0%
Prior Years' Taxes		8043	(25,028.00)	0.00	(25,028.00)	(25,028.00)	0.00	(25,028.00)	0.0%
Supplemental Taxes		8044	327,988.00	0.00	327,988.00	327,988.00	0.00	327,988.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	4,770,077.00	0.00	4,770,077.00	4,770,077.00	0.00	4,770,077.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			31,316,615.00	0.00	31,316,615.00	32,566,734.00	0.00	32,566,734.00	4.0%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	172,744.00	172,744.00	0.00	184,620.00	184,620.00	6.9%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			31,316,615.00	172,744.00	31,489,359.00	32,566,734.00	184,620.00	32,751,354.00	4.0%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	498,135.00	498,135.00	0.00	496,893.00	496,893.00	-0.2%
Special Education Discretionary Grants		8182	0.00	136,318.00	136,318.00	0.00	164,428.00	164,428.00	20.6%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		204,412.00	204,412.00		204,412.00	204,412.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		93,656.00	93,656.00		47,533.00	47,533.00	-49.2%
Title III, Part A, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		75,842.00	75,842.00		68,102.00	68,102.00	-10.2%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3183, 3185, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		14,533.00	14,533.00		0.00	0.00	-100.0%
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	39,587.00	39,587.00	0.00	0.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			0.00	1,062,483.00	1,062,483.00	0.00	981,368.00	981,368.00	-7.6%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		2,432,166.00	2,432,166.00		2,442,961.00	2,442,961.00	0.4%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	794,053.00	0.00	794,053.00	147,816.00	0.00	147,816.00	-81.4%
Lottery - Unrestricted and Instructional Materials		8560	517,000.00	170,000.00	687,000.00	535,910.00	188,101.00	724,011.00	5.4%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	2,123,318.00	2,123,318.00	0.00	2,217,978.00	2,217,978.00	4.5%
TOTAL, OTHER STATE REVENUE			1,311,053.00	4,725,484.00	6,036,537.00	683,726.00	4,849,040.00	5,532,766.00	-8.3%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	6,075,161.00	6,075,161.00	0.00	6,060,395.00	6,060,395.00	-0.2%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF									
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	265,000.00	0.00	265,000.00	265,000.00	0.00	265,000.00	0.0%
Interest		8660	105,000.00	0.00	105,000.00	105,000.00	0.00	105,000.00	0.0%
Net Increase (Decrease) in the Fair Value									
of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	280,000.00	0.00	280,000.00	258,500.00	0.00	258,500.00	-7.7%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	805,000.00	0.00	805,000.00	805,000.00	0.00	805,000.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF									

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	4,650.00	859,323.00	863,973.00	0.00	287,065.00	287,065.00	-66.8%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,459,650.00	6,934,484.00	8,394,134.00	1,433,500.00	6,347,460.00	7,780,960.00	-7.3%
TOTAL, REVENUES			34,087,318.00	12,895,195.00	46,982,513.00	34,683,960.00	12,362,488.00	47,046,448.00	0.1%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	12,072,642.00	4,616,007.00	16,688,649.00	12,173,341.00	4,658,811.00	16,832,152.00	0.9%
Certificated Pupil Support Salaries		1200	132,456.00	1,442,969.00	1,575,425.00	137,842.00	1,303,700.00	1,441,542.00	-8.5%
Certificated Supervisors' and Administrators' Salaries		1300	1,947,256.00	323,051.00	2,270,307.00	1,671,092.00	270,140.00	1,941,232.00	-14.5%
Other Certificated Salaries		1900	281,596.00	478,343.00	759,939.00	294,097.00	473,972.00	768,069.00	1.1%
TOTAL, CERTIFICATED SALARIES			14,433,950.00	6,860,370.00	21,294,320.00	14,276,372.00	6,706,623.00	20,982,995.00	-1.5%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	83,923.00	1,679,453.00	1,763,376.00	93,319.00	1,688,826.00	1,782,145.00	1.1%
Classified Support Salaries		2200	756,777.00	548,453.00	1,305,230.00	858,338.00	513,254.00	1,371,592.00	5.1%
Classified Supervisors' and Administrators' Salaries		2300	602,481.00	42,257.00	644,738.00	514,955.00	41,638.00	556,593.00	-13.7%
Clerical, Technical and Office Salaries		2400	1,202,962.00	350,400.00	1,553,362.00	1,279,926.00	336,158.00	1,616,084.00	4.0%
Other Classified Salaries		2900	435,495.00	260,911.00	696,406.00	450,006.00	232,255.00	682,261.00	-2.0%
TOTAL, CLASSIFIED SALARIES			3,081,638.00	2,881,474.00	5,963,112.00	3,196,544.00	2,812,131.00	6,008,675.00	0.8%
EMPLOYEE BENEFITS									
STRS		3101-3102	2,425,667.00	2,690,941.00	5,116,608.00	2,420,388.00	2,911,765.00	5,332,153.00	4.2%
PERS		3201-3202	539,032.00	652,020.00	1,191,052.00	669,898.00	736,125.00	1,406,023.00	18.0%
OASDI/Medicare/Alternative		3301-3302	495,195.00	385,925.00	881,120.00	498,089.00	397,643.00	895,732.00	1.7%
Health and Welfare Benefits		3401-3402	4,006,052.00	2,529,006.00	6,535,058.00	3,878,315.00	2,561,801.00	6,440,116.00	-1.5%
Unemployment Insurance		3501-3502	9,173.00	5,047.00	14,220.00	8,810.00	4,840.00	13,650.00	-4.0%
Workers' Compensation		3601-3602	485,016.00	264,346.00	749,362.00	465,773.00	254,156.00	719,929.00	-3.9%
OPEB, Allocated		3701-3702	411,674.00	225,327.00	637,001.00	403,643.00	221,427.00	625,070.00	-1.9%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	51,325.00	42,519.00	93,844.00	35,229.00	33,929.00	69,158.00	-26.3%
TOTAL, EMPLOYEE BENEFITS			8,423,134.00	6,795,131.00	15,218,265.00	8,380,145.00	7,121,686.00	15,501,831.00	1.9%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	138.00	248,021.00	248,159.00	750.00	131,453.00	132,203.00	-46.7%
Books and Other Reference Materials		4200	40.00	0.00	40.00	40.00	0.00	40.00	0.0%
Materials and Supplies		4300	690,992.00	808,610.00	1,499,602.00	496,434.00	393,699.00	890,133.00	-40.6%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	43,426.00	17,614.00	61,040.00	39,000.00	25,000.00	64,000.00	4.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			734,596.00	1,074,245.00	1,808,841.00	536,224.00	550,152.00	1,086,376.00	-39.9%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	42,148.00	102,327.00	144,475.00	19,000.00	38,900.00	57,900.00	-59.9%
Dues and Memberships		5300	25,550.00	20,739.00	46,289.00	25,500.00	20,500.00	46,000.00	-0.6%
Insurance		5400 - 5450	286,096.00	0.00	286,096.00	390,463.00	0.00	390,463.00	36.5%
Operations and Housekeeping Services		5500	733,750.00	0.00	733,750.00	742,000.00	0.00	742,000.00	1.1%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	343,929.00	402,394.00	746,323.00	380,650.00	354,500.00	735,150.00	-1.5%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	830,443.00	2,146,458.00	2,976,901.00	822,122.00	1,616,212.00	2,438,334.00	-18.1%
Communications		5900	72,919.00	7,150.00	80,069.00	74,300.00	6,650.00	80,950.00	1.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,334,835.00	2,679,068.00	5,013,903.00	2,454,035.00	2,036,762.00	4,490,797.00	-10.4%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	51,531.00	322,674.00	374,205.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	35,425.00	969.00	36,394.00	80,000.00	0.00	80,000.00	119.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			86,956.00	323,643.00	410,599.00	80,000.00	0.00	80,000.00	-80.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	2,027.00	3,008.00	5,035.00	0.00	0.00	0.00	-100.0%
Other Debt Service - Principal		7439	27,414.00	20,699.00	48,113.00	0.00	0.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			29,441.00	23,707.00	53,148.00	0.00	0.00	0.00	-100.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(51,527.00)	51,527.00	0.00	(59,578.00)	59,578.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(185,260.00)	0.00	(185,260.00)	(186,037.00)	0.00	(186,037.00)	0.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(236,787.00)	51,527.00	(185,260.00)	(245,615.00)	59,578.00	(186,037.00)	0.4%
TOTAL, EXPENDITURES			28,887,763.00	20,689,165.00	49,576,928.00	28,677,705.00	19,286,932.00	47,964,637.00	-3.3%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	579,000.00	0.00	579,000.00	80,000.00	0.00	80,000.00	-86.2%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			579,000.00	0.00	579,000.00	80,000.00	0.00	80,000.00	-86.2%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	104,150.00	0.00	104,150.00	104,150.00	0.00	104,150.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			104,150.00	0.00	104,150.00	104,150.00	0.00	104,150.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(6,934,444.00)	6,934,444.00	0.00	(6,914,951.00)	6,914,951.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(6,934,444.00)	6,934,444.00	0.00	(6,914,951.00)	6,914,951.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(6,459,594.00)	6,934,444.00	474,850.00	(6,939,101.00)	6,914,951.00	(24,150.00)	-105.1%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	31,316,615.00	172,744.00	31,489,359.00	32,566,734.00	184,620.00	32,751,354.00	4.0%
2) Federal Revenue		8100-8299	0.00	1,062,483.00	1,062,483.00	0.00	981,368.00	981,368.00	-7.6%
3) Other State Revenue		8300-8599	1,311,053.00	4,725,484.00	6,036,537.00	683,726.00	4,849,040.00	5,532,766.00	-8.3%
4) Other Local Revenue		8600-8799	1,459,650.00	6,934,484.00	8,394,134.00	1,433,500.00	6,347,460.00	7,780,960.00	-7.3%
5) TOTAL, REVENUES			34,087,318.00	12,895,195.00	46,982,513.00	34,683,960.00	12,362,488.00	47,046,448.00	0.1%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		18,702,948.00	13,146,163.00	31,849,111.00	18,801,435.00	12,659,544.00	31,460,979.00	-1.2%
2) Instruction - Related Services	2000-2999		3,575,388.00	2,598,409.00	6,173,797.00	3,242,291.00	2,417,917.00	5,660,208.00	-8.3%
3) Pupil Services	3000-3999		246,631.00	1,951,232.00	2,197,863.00	228,108.00	1,806,577.00	2,034,685.00	-7.4%
4) Ancillary Services	4000-4999		0.00	601,135.00	601,135.00	0.00	500,082.00	500,082.00	-16.8%
5) Community Services	5000-5999		466,586.00	0.00	466,586.00	417,112.00	0.00	417,112.00	-10.6%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		3,288,148.00	169,017.00	3,457,165.00	3,295,050.00	210,757.00	3,505,807.00	1.4%
8) Plant Services	8000-8999		2,578,621.00	2,199,502.00	4,778,123.00	2,693,709.00	1,692,055.00	4,385,764.00	-8.2%
9) Other Outgo	9000-9999	Except 7600-7699	29,441.00	23,707.00	53,148.00	0.00	0.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			28,887,763.00	20,689,165.00	49,576,928.00	28,677,705.00	19,286,932.00	47,964,637.00	-3.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			5,199,555.00	(7,793,970.00)	(2,594,415.00)	6,006,255.00	(6,924,444.00)	(918,189.00)	-64.6%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	579,000.00	0.00	579,000.00	80,000.00	0.00	80,000.00	-86.2%
b) Transfers Out		7600-7629	104,150.00	0.00	104,150.00	104,150.00	0.00	104,150.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(6,934,444.00)	6,934,444.00	0.00	(6,914,951.00)	6,914,951.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(6,459,594.00)	6,934,444.00	474,850.00	(6,939,101.00)	6,914,951.00	(24,150.00)	-105.1%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals			2019-20 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,260,039.00)	(859,526.00)	(2,119,565.00)	(932,846.00)	(9,493.00)	(942,339.00)	-55.5%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	6,810,130.00	1,150,860.00	7,960,990.00	5,550,091.00	291,334.00	5,841,425.00	-26.6%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,810,130.00	1,150,860.00	7,960,990.00	5,550,091.00	291,334.00	5,841,425.00	-26.6%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,810,130.00	1,150,860.00	7,960,990.00	5,550,091.00	291,334.00	5,841,425.00	-26.6%
2) Ending Balance, June 30 (E + F1e)			5,550,091.00	291,334.00	5,841,425.00	4,617,245.00	281,841.00	4,899,086.00	-16.1%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	25,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	17,720.00	0.00	17,720.00	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	291,334.00	291,334.00	0.00	281,841.00	281,841.00	-3.3%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)									
2020-21 Deficit Spending Projection	0000	9780				936,960.00		936,960.00	
2020-21 Deficit Spending Projection	1400	9780				450,772.00		450,772.00	
2021-22 Deficit Spending Projection	1400	9780				1,435,136.00		1,435,136.00	
2019-20 Deficit Spending Projection	0000	9780	932,846.00		932,846.00				
2020-21 Deficit Spending Projection	0000	9780	1,387,732.00		1,387,732.00				
2021-22 Deficit Spending Projection	0000	9780	21,215.00		21,215.00				
2021-22 Deficit Spending Projection	1400	9780	1,413,921.00		1,413,921.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,490,432.00	0.00	1,490,432.00	1,442,100.00	0.00	1,442,100.00	-3.2%
Unassigned/Unappropriated Amount			261,225.00	0.00	261,225.00	327,277.00	0.00	327,277.00	25.3%

Albany City Unified
Alameda County

July 1 Budget
General Fund
Exhibit: Restricted Balance Detail

01 61127 0000000
Form 01

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
6500	Special Education	127,872.00	82,395.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectic	5,641.00	5,641.00
9010	Other Restricted Local	157,821.00	193,805.00
Total, Restricted Balance		291,334.00	281,841.00

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,567,248.00	4,571,530.00	0.1%
3) Other State Revenue		8300-8599	12,578,266.00	12,963,007.00	3.1%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			17,145,514.00	17,534,537.00	2.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	17,145,514.00	17,534,537.00	2.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			17,145,514.00	17,534,537.00	2.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1.00	1.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1.00	1.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1.00	1.00	0.0%
2) Ending Balance, June 30 (E + F1e)			1.00	1.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			1.00	1.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,081,430.81		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	265,428.29		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,346,859.10		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	9.00		
2) Due to Grantor Governments		9590	1,267,923.66		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1,267,932.66		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			78,926.44		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
Property Taxes Transfers		8097	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Pass-Through Revenues from Federal Sources					
		8287	4,567,248.00	4,571,530.00	0.1%
TOTAL, FEDERAL REVENUE			4,567,248.00	4,571,530.00	0.1%
OTHER STATE REVENUE					
Other State Apportionments					
Special Education Master Plan Current Year	6500	8311	10,843,660.00	11,210,889.00	3.4%
Prior Years	6500	8319	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	362,017.00	371,641.00	2.7%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	1,372,589.00	1,380,477.00	0.6%
TOTAL, OTHER STATE REVENUE			12,578,266.00	12,963,007.00	3.1%
OTHER LOCAL REVENUE					
Interest					
		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.0%
Transfers of Apportionments					
From Districts or Charter Schools		8791	0.00	0.00	0.0%
From County Offices		8792	0.00	0.00	0.0%
From JPAs		8793	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			17,145,514.00	17,534,537.00	2.3%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	5,939,837.00	5,952,007.00	0.2%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments					
To Districts or Charter Schools	6500	7221	10,843,660.00	11,210,889.00	3.4%
To County Offices	6500	7222	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	362,017.00	371,641.00	2.7%
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			17,145,514.00	17,534,537.00	2.3%
TOTAL, EXPENDITURES			17,145,514.00	17,534,537.00	2.3%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	4,567,248.00	4,571,530.00	0.1%
3) Other State Revenue		8300-8599	12,578,266.00	12,963,007.00	3.1%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			17,145,514.00	17,534,537.00	2.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	17,145,514.00	17,534,537.00	2.3%
10) TOTAL, EXPENDITURES			17,145,514.00	17,534,537.00	2.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	1.00	1.00	0.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			1.00	1.00	0.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			1.00	1.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
			1.00	1.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	1.00	1.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Albany City Unified
Alameda County

July 1 Budget
Special Education Pass-Through Fund
Exhibit: Restricted Balance Detail

01 61127 0000000
Form 10

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
6500	Special Education	1.00	1.00
Total, Restricted Balance		1.00	1.00

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	225,612.00	225,612.00	0.0%
3) Other State Revenue		8300-8599	924,872.00	897,657.00	-2.9%
4) Other Local Revenue		8600-8799	1,576,735.00	1,567,000.00	-0.6%
5) TOTAL, REVENUES			2,727,219.00	2,690,269.00	-1.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	382,702.00	388,458.00	1.5%
2) Classified Salaries		2000-2999	982,267.00	1,047,792.00	6.7%
3) Employee Benefits		3000-3999	847,978.00	940,488.00	10.9%
4) Books and Supplies		4000-4999	47,070.00	40,100.00	-14.8%
5) Services and Other Operating Expenditures		5000-5999	232,466.00	218,735.00	-5.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	128,368.00	129,268.00	0.7%
9) TOTAL, EXPENDITURES			2,620,851.00	2,764,841.00	5.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			106,368.00	(74,572.00)	-170.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			106,368.00	(74,572.00)	-170.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	125,656.00	232,024.00	84.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			125,656.00	232,024.00	84.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			125,656.00	232,024.00	84.7%
2) Ending Balance, June 30 (E + F1e)			232,024.00	157,452.00	-32.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	232,024.00	157,452.00	-32.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	267,203.80		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	2,500.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	12,004.42		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			281,708.22		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	44,551.22		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	14,621.88		
6) TOTAL, LIABILITIES			59,173.10		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			222,535.12		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	65,000.00	65,000.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	160,612.00	160,612.00	0.0%
TOTAL, FEDERAL REVENUE			225,612.00	225,612.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	1,060.00	0.00	-100.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	697,786.00	697,657.00	0.0%
All Other State Revenue	All Other	8590	226,026.00	200,000.00	-11.5%
TOTAL, OTHER STATE REVENUE			924,872.00	897,657.00	-2.9%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	2,500.00	2,500.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	1,548,500.00	1,548,500.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	25,735.00	16,000.00	-37.8%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,576,735.00	1,567,000.00	-0.6%
TOTAL, REVENUES			2,727,219.00	2,690,269.00	-1.4%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	376,809.00	382,248.00	1.4%
Certificated Pupil Support Salaries		1200	5,893.00	6,210.00	5.4%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			382,702.00	388,458.00	1.5%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	734,473.00	788,106.00	7.3%
Classified Support Salaries		2200	41,352.00	50,851.00	23.0%
Classified Supervisors' and Administrators' Salaries		2300	133,756.00	134,389.00	0.5%
Clerical, Technical and Office Salaries		2400	72,686.00	74,446.00	2.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			982,267.00	1,047,792.00	6.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	75,433.00	46,241.00	-38.7%
PERS		3201-3202	168,858.00	231,435.00	37.1%
OASDI/Medicare/Alternative		3301-3302	86,652.00	93,486.00	7.9%
Health and Welfare Benefits		3401-3402	437,746.00	486,676.00	11.2%
Unemployment Insurance		3501-3502	689.00	728.00	5.7%
Workers' Compensation		3601-3602	36,412.00	38,505.00	5.7%
OPEB, Allocated		3701-3702	30,087.00	32,220.00	7.1%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	12,101.00	11,197.00	-7.5%
TOTAL, EMPLOYEE BENEFITS			847,978.00	940,488.00	10.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	47,070.00	40,100.00	-14.8%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			47,070.00	40,100.00	-14.8%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	3,650.00	0.00	-100.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	25,685.00	23,000.00	-10.5%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	16,710.00	16,510.00	-1.2%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	176,060.00	175,000.00	-0.6%
Professional/Consulting Services and Operating Expenditures		5800	7,861.00	1,725.00	-78.1%
Communications		5900	2,500.00	2,500.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			232,466.00	218,735.00	-5.9%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	128,368.00	129,268.00	0.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			128,368.00	129,268.00	0.7%
TOTAL, EXPENDITURES			2,620,851.00	2,764,841.00	5.5%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	225,612.00	225,612.00	0.0%
3) Other State Revenue		8300-8599	924,872.00	897,657.00	-2.9%
4) Other Local Revenue		8600-8799	1,576,735.00	1,567,000.00	-0.6%
5) TOTAL, REVENUES			2,727,219.00	2,690,269.00	-1.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,881,391.00	2,025,071.00	7.6%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		7,742.00	7,664.00	-1.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		491,277.00	482,861.00	-1.7%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		128,368.00	129,268.00	0.7%
8) Plant Services	8000-8999		112,073.00	119,977.00	7.1%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,620,851.00	2,764,841.00	5.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			106,368.00	(74,572.00)	-170.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			106,368.00	(74,572.00)	-170.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	125,656.00	232,024.00	84.7%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			125,656.00	232,024.00	84.7%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			125,656.00	232,024.00	84.7%
2) Ending Balance, June 30 (E + F1e)					
			232,024.00	157,452.00	-32.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	232,024.00	157,452.00	-32.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
<hr/>		<hr/>	
Total, Restricted Balance		0.00	0.00
		<hr/>	

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	313,000.00	318,000.00	1.6%
3) Other State Revenue		8300-8599	17,000.00	17,500.00	2.9%
4) Other Local Revenue		8600-8799	777,500.00	782,000.00	0.6%
5) TOTAL, REVENUES			1,107,500.00	1,117,500.00	0.9%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	498,905.00	539,108.00	8.1%
3) Employee Benefits		3000-3999	323,065.00	345,665.00	7.0%
4) Books and Supplies		4000-4999	398,865.00	374,000.00	-6.2%
5) Services and Other Operating Expenditures		5000-5999	(148,797.00)	(150,000.00)	0.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	56,892.00	56,769.00	-0.2%
9) TOTAL, EXPENDITURES			1,128,930.00	1,165,542.00	3.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(21,430.00)	(48,042.00)	124.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(21,430.00)	(48,042.00)	124.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	69,490.00	48,060.00	-30.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			69,490.00	48,060.00	-30.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			69,490.00	48,060.00	-30.8%
2) Ending Balance, June 30 (E + F1e)			48,060.00	18.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	4,724.38	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			43,335.62	18.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	889.87		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	1,000.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	144.72		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	4,724.38		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			6,758.97		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	20,232.05		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			20,232.05		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(13,473.08)		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	313,000.00	318,000.00	1.6%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			313,000.00	318,000.00	1.6%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	17,000.00	17,500.00	2.9%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			17,000.00	17,500.00	2.9%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	747,000.00	752,000.00	0.7%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	500.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	30,000.00	30,000.00	0.0%
TOTAL, OTHER LOCAL REVENUE			777,500.00	782,000.00	0.6%
TOTAL, REVENUES			1,107,500.00	1,117,500.00	0.9%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	371,584.00	411,288.00	10.7%
Classified Supervisors' and Administrators' Salaries		2300	101,931.00	101,851.00	-0.1%
Clerical, Technical and Office Salaries		2400	20,390.00	21,969.00	7.7%
Other Classified Salaries		2900	5,000.00	4,000.00	-20.0%
TOTAL, CLASSIFIED SALARIES			498,905.00	539,108.00	8.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	87,492.00	102,428.00	17.1%
OASDI/Medicare/Alternative		3301-3302	39,521.00	41,073.00	3.9%
Health and Welfare Benefits		3401-3402	168,275.00	173,399.00	3.0%
Unemployment Insurance		3501-3502	263.00	271.00	3.0%
Workers' Compensation		3601-3602	13,943.00	14,389.00	3.2%
OPEB, Allocated		3701-3702	11,021.00	12,305.00	11.7%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	2,550.00	1,800.00	-29.4%
TOTAL, EMPLOYEE BENEFITS			323,065.00	345,665.00	7.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	24,000.00	24,000.00	0.0%
Noncapitalized Equipment		4400	2,500.00	2,500.00	0.0%
Food		4700	372,365.00	347,500.00	-6.7%
TOTAL, BOOKS AND SUPPLIES			398,865.00	374,000.00	-6.2%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,000.00	1,000.00	0.0%
Dues and Memberships		5300	1,000.00	1,000.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	15,235.00	13,000.00	-14.7%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(176,060.00)	(175,000.00)	-0.6%
Professional/Consulting Services and Operating Expenditures		5800	10,028.00	10,000.00	-0.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			(148,797.00)	(150,000.00)	0.8%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	56,892.00	56,769.00	-0.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			56,892.00	56,769.00	-0.2%
TOTAL, EXPENDITURES			1,128,930.00	1,165,542.00	3.2%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	313,000.00	318,000.00	1.6%
3) Other State Revenue		8300-8599	17,000.00	17,500.00	2.9%
4) Other Local Revenue		8600-8799	777,500.00	782,000.00	0.6%
5) TOTAL, REVENUES			1,107,500.00	1,117,500.00	0.9%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		1,072,038.00	1,108,773.00	3.4%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		56,892.00	56,769.00	-0.2%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,128,930.00	1,165,542.00	3.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			(21,430.00)	(48,042.00)	124.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Albany City Unified
Alameda County

July 1 Budget
Cafeteria Special Revenue Fund
Expenditures by Function

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Form 13

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(21,430.00)	(48,042.00)	124.2%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	69,490.00	48,060.00	-30.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			69,490.00	48,060.00	-30.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			69,490.00	48,060.00	-30.8%
2) Ending Balance, June 30 (E + F1e)			48,060.00	18.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	4,724.38	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	43,335.62	18.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Albany City Unified
Alameda County

July 1 Budget
Cafeteria Special Revenue Fund
Exhibit: Restricted Balance Detail

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Form 13

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School	43,335.62	18.00
Total, Restricted Balance		43,335.62	18.00

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)					
			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	24,150.00	24,150.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			24,150.00	24,150.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			24,150.00	24,150.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	55,801.00	79,951.00	43.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			55,801.00	79,951.00	43.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			55,801.00	79,951.00	43.3%
2) Ending Balance, June 30 (E + F1e)			79,951.00	104,101.00	30.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	79,951.00	104,101.00	30.2%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	62,764.68		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	(54.24)		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			62,710.44		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	(9.76)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(9.76)		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			62,720.20		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue					
		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	24,150.00	24,150.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			24,150.00	24,150.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			24,150.00	24,150.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	24,150.00	24,150.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			24,150.00	24,150.00	0.0%

Albany City Unified
Alameda County

July 1 Budget
Deferred Maintenance Fund
Expenditures by Function

01 61127 000000
Form 14

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			24,150.00	24,150.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	55,801.00	79,951.00	43.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			55,801.00	79,951.00	43.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			55,801.00	79,951.00	43.3%
2) Ending Balance, June 30 (E + F1e)			79,951.00	104,101.00	30.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	79,951.00	104,101.00	30.2%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
<hr/>		<hr/>	
Total, Restricted Balance		0.00	0.00
		<hr/>	

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,540.00	0.00	-100.0%
5) TOTAL, REVENUES			2,540.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,540.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	579,000.00	80,000.00	-86.2%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(579,000.00)	(80,000.00)	-86.2%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(576,460.00)	(80,000.00)	-86.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	773,622.00	197,162.00	-74.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			773,622.00	197,162.00	-74.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			773,622.00	197,162.00	-74.5%
2) Ending Balance, June 30 (E + F1e)			197,162.00	117,162.00	-40.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	197,162.00	117,162.00	-40.6%
CTE & ROP Equipment	0000	9780	115,000.00		
General Fund Program Assistance	0000	9780	82,162.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	782,929.61		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	21.68		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			782,951.29		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			782,951.29		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	2,540.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,540.00	0.00	-100.0%
TOTAL, REVENUES			2,540.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	579,000.00	80,000.00	-86.2%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			579,000.00	80,000.00	-86.2%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(579,000.00)	(80,000.00)	-86.2%

Albany City Unified
Alameda County

July 1 Budget
Special Reserve Fund for Other Than Capital Outlay Projects
Expenditures by Function

01 61127 000000
Form 17

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,540.00	0.00	-100.0%
5) TOTAL, REVENUES			2,540.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			2,540.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	579,000.00	80,000.00	-86.2%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(579,000.00)	(80,000.00)	-86.2%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(576,460.00)	(80,000.00)	-86.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	773,622.00	197,162.00	-74.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			773,622.00	197,162.00	-74.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			773,622.00	197,162.00	-74.5%
2) Ending Balance, June 30 (E + F1e)			197,162.00	117,162.00	-40.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	197,162.00	117,162.00	-40.6%
CTE & ROP Equipment	0000	9780	115,000.00		
General Fund Program Assistance	0000	9780	82,162.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Albany City Unified
Alameda County

July 1 Budget
Special Reserve Fund for Other Than Capital Outlay Projects
Exhibit: Restricted Balance Detail

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Form 17

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	432,022.00	370,000.00	-14.4%
5) TOTAL, REVENUES			432,022.00	370,000.00	-14.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	27,369.00	New
3) Employee Benefits		3000-3999	0.00	32,663.00	New
4) Books and Supplies		4000-4999	1,460.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	591,186.00	125,900.00	-78.7%
6) Capital Outlay		6000-6999	21,542,720.00	30,100,000.00	39.7%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			22,135,366.00	30,285,932.00	36.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(21,703,344.00)	(29,915,932.00)	37.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	35,319,750.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			35,319,750.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			13,616,406.00	(29,915,932.00)	-319.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	27,259,849.00	40,876,255.00	50.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			27,259,849.00	40,876,255.00	50.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			27,259,849.00	40,876,255.00	50.0%
2) Ending Balance, June 30 (E + F1e)			40,876,255.00	10,960,323.00	-73.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	40,876,255.00	10,960,323.00	-73.2%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	53,946,578.57		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	220,000.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	(10,538.20)		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			54,156,040.37		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	(15,433.85)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(15,433.85)		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			54,171,474.22		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll					
		8615	0.00	0.00	0.0%
Unsecured Roll					
		8616	0.00	0.00	0.0%
Prior Years' Taxes					
		8617	0.00	0.00	0.0%
Supplemental Taxes					
		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes					
		8621	0.00	0.00	0.0%
Other					
		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction					
		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies					
		8631	0.00	0.00	0.0%
Leases and Rentals					
		8650	0.00	0.00	0.0%
Interest					
		8660	432,022.00	370,000.00	-14.4%
Net Increase (Decrease) in the Fair Value of Investments					
		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue					
		8699	0.00	0.00	0.0%
All Other Transfers In from All Others					
		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			432,022.00	370,000.00	-14.4%
TOTAL, REVENUES			432,022.00	370,000.00	-14.4%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	27,369.00	New
TOTAL, CLASSIFIED SALARIES			0.00	27,369.00	New
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	5,675.00	New
OASDI/Medicare/Alternative		3301-3302	0.00	2,094.00	New
Health and Welfare Benefits		3401-3402	0.00	23,467.00	New
Unemployment Insurance		3501-3502	0.00	14.00	New
Workers' Compensation		3601-3602	0.00	728.00	New
OPEB, Allocated		3701-3702	0.00	685.00	New
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	32,663.00	New
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	1,460.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,460.00	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	591,186.00	125,900.00	-78.7%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			591,186.00	125,900.00	-78.7%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	15,000.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	21,508,095.00	30,100,000.00	39.9%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	14,400.00	0.00	-100.0%
Equipment Replacement		6500	5,225.00	0.00	-100.0%
TOTAL, CAPITAL OUTLAY			21,542,720.00	30,100,000.00	39.7%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			22,135,366.00	30,285,932.00	36.8%

Albany City Unified
Alameda County

July 1 Budget
Building Fund
Expenditures by Object

01 61127 0000000
Form 21

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	35,000,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	319,750.00	0.00	-100.0%
(c) TOTAL, SOURCES			35,319,750.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			35,319,750.00	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	432,022.00	370,000.00	-14.4%
5) TOTAL, REVENUES			432,022.00	370,000.00	-14.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		21,815,616.00	30,285,932.00	38.8%
9) Other Outgo	9000-9999	Except 7600-7699	319,750.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			22,135,366.00	30,285,932.00	36.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			(21,703,344.00)	(29,915,932.00)	37.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	35,319,750.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			35,319,750.00	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			13,616,406.00	(29,915,932.00)	-319.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	27,259,849.00	40,876,255.00	50.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			27,259,849.00	40,876,255.00	50.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			27,259,849.00	40,876,255.00	50.0%
2) Ending Balance, June 30 (E + F1e)					
			40,876,255.00	10,960,323.00	-73.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	40,876,255.00	10,960,323.00	-73.2%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
<hr/>		<hr/>	
Total, Restricted Balance		0.00	0.00
		<hr/>	

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	43,987.00	40,000.00	-9.1%
5) TOTAL, REVENUES			43,987.00	40,000.00	-9.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	100,002.00	120,000.00	20.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			100,002.00	120,000.00	20.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(56,015.00)	(80,000.00)	42.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	80,000.00	80,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			80,000.00	80,000.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			23,985.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,956.00	29,941.00	402.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,956.00	29,941.00	402.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,956.00	29,941.00	402.7%
2) Ending Balance, June 30 (E + F1e)			29,941.00	29,941.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	29,941.00	29,941.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(25,430.78)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	250.67		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			(25,180.11)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.03		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.03		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(25,180.14)		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	22.00	40,000.00	181718.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts Mitigation/Developer Fees		8681	43,965.00	0.00	-100.0%
Other Local Revenue All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			43,987.00	40,000.00	-9.1%
TOTAL, REVENUES			43,987.00	40,000.00	-9.1%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	100,000.00	120,000.00	20.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			100,002.00	120,000.00	20.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			100,002.00	120,000.00	20.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	80,000.00	80,000.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			80,000.00	80,000.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			80,000.00	80,000.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	43,987.00	40,000.00	-9.1%
5) TOTAL, REVENUES			43,987.00	40,000.00	-9.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		2.00	0.00	-100.0%
8) Plant Services	8000-8999		100,000.00	120,000.00	20.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			100,002.00	120,000.00	20.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			(56,015.00)	(80,000.00)	42.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	80,000.00	80,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			80,000.00	80,000.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			23,985.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	5,956.00	29,941.00	402.7%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			5,956.00	29,941.00	402.7%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			5,956.00	29,941.00	402.7%
2) Ending Balance, June 30 (E + F1e)			29,941.00	29,941.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	29,941.00	29,941.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
<hr/>			
Total, Restricted Balance		<hr/> 0.00	<hr/> 0.00

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	270.00	270.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			270.00	270.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			270.00	270.00	0.0%
2) Ending Balance, June 30 (E + F1e)			270.00	270.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	270.00	270.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	270.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			270.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			270.00		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds					
		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In					
		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund					
		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out					
		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)					
			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	270.00	270.00	0.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			270.00	270.00	0.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			270.00	270.00	0.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
		9711	0.00	0.00	0.0%
		9712	0.00	0.00	0.0%
		9713	0.00	0.00	0.0%
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	270.00	270.00	0.0%
c) Committed					
		9750	0.00	0.00	0.0%
		9760	0.00	0.00	0.0%
d) Assigned					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
		9789	0.00	0.00	0.0%
		9790	0.00	0.00	0.0%

Albany City Unified
Alameda County

July 1 Budget
County School Facilities Fund
Exhibit: Restricted Balance Detail

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Form 35

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
7710	State School Facilities Projects	270.00	270.00
Total, Restricted Balance		270.00	270.00

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	58,300.00	58,300.00	0.0%
4) Other Local Revenue		8600-8799	7,324,772.00	7,262,035.00	-0.9%
5) TOTAL, REVENUES			7,383,072.00	7,320,335.00	-0.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	5,858,710.00	10,034,600.00	71.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,858,710.00	10,034,600.00	71.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,524,362.00	(2,714,265.00)	-278.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	2,714,266.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,714,266.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,238,628.00	(2,714,265.00)	-164.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,830,248.00	11,068,876.00	62.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,830,248.00	11,068,876.00	62.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,830,248.00	11,068,876.00	62.1%
2) Ending Balance, June 30 (E + F1e)			11,068,876.00	8,354,611.00	-24.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			11,068,876.00	8,354,611.00	-24.5%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	11,768,618.77		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			11,768,618.77		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			11,768,618.77		

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	58,300.00	58,300.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			58,300.00	58,300.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	6,952,072.00	6,795,835.00	-2.2%
Unsecured Roll		8612	46,400.00	139,900.00	201.5%
Prior Years' Taxes		8613	55,900.00	55,900.00	0.0%
Supplemental Taxes		8614	214,300.00	214,300.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes					
		8629	0.00	0.00	0.0%
Interest		8660	56,100.00	56,100.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			7,324,772.00	7,262,035.00	-0.9%
TOTAL, REVENUES			7,383,072.00	7,320,335.00	-0.8%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	3,010,000.00	6,565,000.00	118.1%
Bond Interest and Other Service Charges		7434	2,848,710.00	3,469,600.00	21.8%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			5,858,710.00	10,034,600.00	71.3%
TOTAL, EXPENDITURES			5,858,710.00	10,034,600.00	71.3%

Description	Resource Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	2,714,266.00	0.00	-100.0%
(c) TOTAL, SOURCES			2,714,266.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs					
		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues					
		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues					
		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			2,714,266.00	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	58,300.00	58,300.00	0.0%
4) Other Local Revenue		8600-8799	7,324,772.00	7,262,035.00	-0.9%
5) TOTAL, REVENUES			7,383,072.00	7,320,335.00	-0.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	5,858,710.00	10,034,600.00	71.3%
10) TOTAL, EXPENDITURES			5,858,710.00	10,034,600.00	71.3%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,524,362.00	(2,714,265.00)	-278.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	2,714,266.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,714,266.00	0.00	-100.0%

Description	Function Codes	Object Codes	2018-19 Estimated Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			4,238,628.00	(2,714,265.00)	-164.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	6,830,248.00	11,068,876.00	62.1%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			6,830,248.00	11,068,876.00	62.1%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			6,830,248.00	11,068,876.00	62.1%
2) Ending Balance, June 30 (E + F1e)			11,068,876.00	8,354,611.00	-24.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	11,068,876.00	8,354,611.00	-24.5%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Albany City Unified
Alameda County

July 1 Budget
Bond Interest and Redemption Fund
Exhibit: Restricted Balance Detail

01 61127 0000000
Form 51

Resource	Description	2018-19 Estimated Actuals	2019-20 Budget
9010	Other Restricted Local	11,068,876.00	8,354,611.00
Total, Restricted Balance		11,068,876.00	8,354,611.00

Description	2018-19 Estimated Actuals			2019-20 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	3,549.07	3,549.07	3,549.07	3,561.63	3,561.63	3,561.63
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	3,549.07	3,549.07	3,549.07	3,561.63	3,561.63	3,561.63
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	3,549.07	3,549.07	3,549.07	3,561.63	3,561.63	3,561.63
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2018-19 Estimated Actuals			2019-20 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2018-19 Estimated Actuals			2019-20 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

ESTIMATES THROUGH THE MONTH OF	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February	
A. BEGINNING CASH											
			8,886,921.45	8,322,671.64	7,370,326.38	7,423,916.97	6,241,205.48	3,966,422.51	11,760,534.15	8,219,037.29	
B. RECEIPTS											
LCFF/Revenue Limit Sources											
	8010-8019		828,758.00	828,758.00	3,010,747.00	1,491,765.00	1,491,765.00	2,840,106.00	1,491,765.00	1,116,400.00	
	8020-8079			45,600.11		512,659.36	5,158.85	2,968,580.64	26,742.01	3,179,078.36	
	8080-8099						41,560.00		58,802.00		
	8100-8299		90,026.17	120,865.00		43,718.99	217,555.00		3,110.58	216,247.00	
	8300-8599		120,865.00	91,690.95	217,555.00	329,214.00	230,152.78	418,106.00	738,438.27	248,553.56	
	8600-8799		6,811.99		149,322.34	426,611.27		3,155,255.74	177,495.49		
	8910-8929										
	8930-8979										
TOTAL RECEIPTS			1,046,461.16	1,086,914.06	3,377,624.34	2,803,968.62	1,986,191.63	9,382,048.38	2,496,353.35	4,760,278.92	
C. DISBURSEMENTS											
	1000-1999		109,828.37	255,342.27	2,033,315.98	2,057,508.80	2,047,871.51	33,223.59	4,028,999.05	2,058,760.64	
	2000-2999		231,952.05	336,026.59	518,315.81	525,518.02	525,512.94	505,892.73	505,773.67	534,999.01	
	3000-3999		238,293.92	340,268.65	1,279,924.97	1,263,409.39	1,301,771.91	348,134.48	2,143,897.94	1,249,144.00	
	4000-4999		12,592.27	48,747.06	406,488.75	134,505.69	73,160.12	33,787.89	89,638.30	35,152.34	
	5000-5999		87,850.33	194,428.84	273,124.46	540,951.14	265,047.45	430,841.07	359,191.24	335,898.58	
	6000-6599			968.94	13,072.11	53,798.72	33,913.90		(6,500.00)		
	7000-7499				886.48	886.48	886.48	886.48	1,772.96	886.48	
	7600-7629										
	7630-7699										
TOTAL DISBURSEMENTS			680,516.94	1,175,782.35	4,525,128.56	4,576,578.24	4,248,164.31	1,352,766.24	7,122,773.16	4,214,841.05	
D. BALANCE SHEET ITEMS											
<u>Assets and Deferred Outflows</u>											
	9111-9199	25,000.00									
	9200-9299	1,120,558.53	170,566.07	165,843.24	281,006.03	21,580.59	171,264.75	19,397.00	11,612.94	47,549.94	
	9310	290,214.22									
	9320										
	9330	43,477.60	25,757.60								
	9340										
	9490										
SUBTOTAL			1,479,250.35	196,323.67	165,843.24	281,006.03	21,580.59	171,264.75	19,397.00	11,612.94	47,549.94
<u>Liabilities and Deferred Inflows</u>											
	9500-9599	2,303,343.82	1,040,725.53	1,029,320.21	(920,088.78)	(604,536.53)	184,075.04	254,567.50	(1,073,310.01)	(268,564.98)	
	9610	12,912.25				(7,500.00)					
	9640										
	9650	88,931.00	85,792.17			43,718.99					
	9690										
SUBTOTAL			2,405,187.07	1,126,517.70	1,029,320.21	(920,088.78)	(568,317.54)	184,075.04	(1,073,310.01)	(268,564.98)	
<u>Nonoperating</u>											
	9910		0.00								
TOTAL BALANCE SHEET ITEMS			(925,936.72)	(930,194.03)	(863,476.97)	1,201,094.81	589,898.13	(12,810.29)	(235,170.50)	1,084,922.95	316,114.92
E. NET INCREASE/DECREASE (B - C + D)			(564,249.81)	(952,345.26)	53,590.59	(1,182,711.49)	(2,274,782.97)	7,794,111.64	(3,541,496.86)	861,552.79	
F. ENDING CASH (A + E)			8,322,671.64	7,370,326.38	7,423,916.97	6,241,205.48	3,966,422.51	11,760,534.15	8,219,037.29	9,080,590.08	
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS											

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF	JUNE								
A. BEGINNING CASH		9,080,590.08	7,764,767.41	10,585,020.98	8,439,838.49				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	2,435,802.00	1,116,400.00	1,116,400.00	3,624,327.00	25,241.00		21,418,234.00	21,418,234.00
Property Taxes	8020-8079	(184,049.70)	2,601,434.68		1,993,295.69			11,148,500.00	11,148,500.00
Miscellaneous Funds	8080-8099			84,258.00				184,620.00	184,620.00
Federal Revenue	8100-8299	127,823.11	49,469.48		0.00	112,552.67		981,368.00	981,368.00
Other State Revenue	8300-8599	480,710.25	271,221.08	216,247.00	230,804.11	230,804.00	1,708,404.00	5,532,766.00	5,532,766.00
Other Local Revenue	8600-8799	265,621.27	2,868,210.11	365,904.93		365,726.86		7,780,960.00	7,780,960.00
Interfund Transfers In	8910-8929				80,000.00			80,000.00	80,000.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		3,125,906.93	6,906,735.35	1,782,809.93	5,928,426.80	734,324.53	1,708,404.00	47,126,448.00	47,126,448.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	2,053,796.56	2,063,661.19	2,093,189.93	2,106,782.11	40,715.00		20,982,995.00	20,982,995.00
Classified Salaries	2000-2999	516,506.90	524,136.37	535,874.89	645,784.02	102,382.00		6,008,675.00	6,008,675.00
Employee Benefits	3000-3999	1,238,858.98	1,242,015.72	1,257,280.77	1,865,020.27	25,406.00	1,708,404.00	15,501,831.00	15,501,831.00
Books and Supplies	4000-4999	52,518.31	98,546.60	88,734.67	12,504.00			1,086,376.00	1,086,376.00
Services	5000-5999	549,290.22	542,056.94	504,010.13	93,735.60	314,371.00		4,490,797.00	4,490,797.00
Capital Outlay	6000-6599				(15,253.67)			80,000.00	80,000.00
Other Outgo	7000-7499		886.48	1,772.96	(8,864.80)	(186,037.00)		(186,037.00)	(186,037.00)
Interfund Transfers Out	7600-7629				104,150.00			104,150.00	104,150.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		4,410,970.97	4,471,303.30	4,480,863.35	4,803,857.53	296,837.00	1,708,404.00	48,068,787.00	48,068,787.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199					25,000.00		25,000.00	
Accounts Receivable	9200-9299	4,830.33	7,602.01	5,649.69				906,902.59	
Due From Other Funds	9310			290,214.22				290,214.22	
Stores	9320							0.00	
Prepaid Expenditures	9330							25,757.60	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490					0.00		0.00	
SUBTOTAL		4,830.33	7,602.01	295,863.91	0.00	25,000.00	0.00	1,247,874.41	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	35,588.96	(377,219.51)	(277,419.27)	3,778,273.87	1,349,535.42		4,150,947.45	
Due To Other Funds	9610			20,412.25				12,912.25	
Current Loans	9640							0.00	
Unearned Revenues	9650							129,511.16	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		35,588.96	(377,219.51)	(257,007.02)	3,778,273.87	1,349,535.42	0.00	4,293,370.86	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		(30,758.63)	384,821.52	552,870.93	(3,778,273.87)	(1,324,535.42)	0.00	(3,045,496.45)	
E. NET INCREASE/DECREASE (B - C + D)		(1,315,822.67)	2,820,253.57	(2,145,182.49)	(2,653,704.60)	(887,047.89)	0.00	(3,987,835.45)	(942,339.00)
F. ENDING CASH (A + E)		7,764,767.41	10,585,020.98	8,439,838.49	5,786,133.89				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								4,899,086.00	

Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
		ESTIMATES THROUGH THE MONTH OF JUNE							
A. BEGINNING CASH		5,786,133.89	5,246,733.89	4,338,733.89	4,285,733.89	2,947,733.89	294,733.89	8,365,733.89	5,253,733.89
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	835,000.00	835,000.00	3,020,000.00	1,500,000.00	1,500,000.00	2,900,000.00	1,500,000.00	1,600,000.00
Property Taxes	8020-8079		50,000.00		520,000.00		3,000,000.00		3,200,000.00
Miscellaneous Funds	8080-8099					40,000.00		60,000.00	
Federal Revenue	8100-8299	90,000.00	90,000.00	120,000.00		40,000.00	210,000.00		3,000.00
Other State Revenue	8300-8599	120,000.00	90,000.00	320,000.00	330,000.00	230,000.00	410,000.00	720,000.00	240,000.00
Other Local Revenue	8600-8799	6,800.00		150,000.00	420,000.00		3,150,000.00	180,000.00	
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
TOTAL RECEIPTS		1,051,800.00	1,065,000.00	3,610,000.00	2,770,000.00	1,810,000.00	9,670,000.00	2,460,000.00	5,043,000.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	100,000.00	265,000.00	2,065,000.00	2,065,000.00	2,065,000.00	45,000.00	4,130,000.00	2,065,000.00
Classified Salaries	2000-2999	235,000.00	335,000.00	535,000.00	535,000.00	535,000.00	535,000.00	535,000.00	535,000.00
Employee Benefits	3000-3999	253,000.00	353,000.00	1,520,000.00	1,520,000.00	1,520,000.00	325,000.00	1,520,000.00	1,520,000.00
Books and Supplies	4000-4999	12,000.00	45,000.00	380,000.00	125,000.00	78,000.00	35,000.00	89,000.00	51,000.00
Services	5000-5999	87,000.00	195,000.00	273,000.00	535,000.00	265,000.00	425,000.00	360,000.00	340,000.00
Capital Outlay	6000-6599								
Other Outgo	7000-7499								
Interfund Transfers Out	7600-7629								
All Other Financing Uses	7630-7699								
TOTAL DISBURSEMENTS		687,000.00	1,193,000.00	4,773,000.00	4,780,000.00	4,463,000.00	1,365,000.00	6,634,000.00	4,511,000.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199	25,000.00							
Accounts Receivable	9200-9299	906,902.59	165,000.00	170,000.00	235,000.00	22,000.00	180,000.00	21,000.00	12,000.00
Due From Other Funds	9310	290,214.22							
Stores	9320	0.00							
Prepaid Expenditures	9330	25,757.60	25,800.00						
Other Current Assets	9340								
Deferred Outflows of Resources	9490								
SUBTOTAL		1,247,874.41	190,800.00	170,000.00	235,000.00	22,000.00	180,000.00	21,000.00	12,000.00
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	3,150,947.34	975,000.00	950,000.00	(880,000.00)	(650,000.00)	180,000.00	255,000.00	(1,050,000.00)
Due To Other Funds	9610	12,912.25							
Current Loans	9640	0.00							
Unearned Revenues	9650	129,511.16	120,000.00	5,000.00					
Deferred Inflows of Resources	9690								
SUBTOTAL		3,293,370.75	1,095,000.00	950,000.00	(875,000.00)	(650,000.00)	180,000.00	255,000.00	(1,050,000.00)
<u>Nonoperating</u>									
Suspense Clearing	9910								
TOTAL BALANCE SHEET ITEMS		(2,045,496.34)	(904,200.00)	(780,000.00)	1,110,000.00	672,000.00	0.00	(234,000.00)	1,062,000.00
E. NET INCREASE/DECREASE (B - C + D)		(539,400.00)	(908,000.00)	(53,000.00)	(1,338,000.00)	(2,653,000.00)	8,071,000.00	(3,112,000.00)	855,000.00
F. ENDING CASH (A + E)		5,246,733.89	4,338,733.89	4,285,733.89	2,947,733.89	294,733.89	8,365,733.89	5,253,733.89	6,108,733.89
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS									

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF	JUNE								
A. BEGINNING CASH		6,108,733.89	4,468,733.89	7,904,733.89	6,174,353.89				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	2,400,000.00	2,100,000.00	2,100,000.00	2,061,747.00	50,000.00		22,401,747.00	22,401,747.00
Property Taxes	8020-8079		2,600,000.00		1,778,500.00			11,148,500.00	11,148,500.00
Miscellaneous Funds	8080-8099			84,620.00				184,620.00	184,620.00
Federal Revenue	8100-8299	12,000.00	50,000.00	120,000.00	60,000.00	186,368.00		981,368.00	981,368.00
Other State Revenue	8300-8599	480,000.00	270,000.00	210,000.00	230,000.00	174,362.00	1,708,404.00	5,532,766.00	5,532,766.00
Other Local Revenue	8600-8799	260,000.00	2,800,000.00	360,000.00	120,000.00	334,160.00		7,780,960.00	7,780,960.00
Interfund Transfers In	8910-8929				40,000.00			40,000.00	40,000.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		3,152,000.00	7,820,000.00	2,874,620.00	4,290,247.00	744,890.00	1,708,404.00	48,069,961.00	48,069,961.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	2,065,000.00	2,065,000.00	2,065,000.00	2,250,000.00	115,689.00		21,360,689.00	21,360,689.00
Classified Salaries	2000-2999	535,000.00	535,000.00	535,000.00	645,000.00	86,831.00		6,116,831.00	6,116,831.00
Employee Benefits	3000-3999	1,520,000.00	1,520,000.00	1,520,000.00	1,520,000.00	21,449.00	1,708,404.00	16,340,853.00	16,340,853.00
Books and Supplies	4000-4999	52,000.00	97,000.00	87,000.00	22,376.00	13,000.00		1,086,376.00	1,086,376.00
Services	5000-5999	580,000.00	550,000.00	525,000.00	350,000.00	119,324.00		4,604,324.00	4,604,324.00
Capital Outlay	6000-6599				40,000.00			40,000.00	40,000.00
Other Outgo	7000-7499				(186,037.00)			(186,037.00)	(186,037.00)
Interfund Transfers Out	7600-7629				104,150.00			104,150.00	104,150.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		4,752,000.00	4,767,000.00	4,732,000.00	4,745,489.00	356,293.00	1,708,404.00	49,467,186.00	49,467,186.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	5,000.00	8,000.00	7,000.00	35,000.00			908,000.00	
Due From Other Funds	9310			285,000.00				285,000.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							25,800.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		5,000.00	8,000.00	292,000.00	35,000.00	0.00	0.00	1,218,800.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	45,000.00	(375,000.00)	165,000.00	2,275,847.89	350,000.00		1,965,847.89	
Due To Other Funds	9610				15,000.00			15,000.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							125,000.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		45,000.00	(375,000.00)	165,000.00	2,290,847.89	350,000.00	0.00	2,105,847.89	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		(40,000.00)	383,000.00	127,000.00	(2,255,847.89)	(350,000.00)	0.00	(887,047.89)	
E. NET INCREASE/DECREASE (B - C + D)		(1,640,000.00)	3,436,000.00	(1,730,380.00)	(2,711,089.89)	38,597.00	0.00	(2,284,272.89)	(1,397,225.00)
F. ENDING CASH (A + E)		4,468,733.89	7,904,733.89	6,174,353.89	3,463,264.00				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								3,501,861.00	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

() Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	_____
Less: Amount of total liabilities reserved in budget:	\$	_____
Estimated accrued but unfunded liabilities:	\$	_____ 0.00

() This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:
Alameda County Schools Insurance Group (ACSIG)
PO Box 2487, Dublin, CA 94568

() This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 25, 2019

For additional information on this certification, please contact:

Name: Jackie Kim

Title: Chief Business Official

Telephone: (510)558-3751

E-mail: jakim@ausdk12.org

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	21,294,320.00	301	19,279.00	303	21,275,041.00	305	257,250.00		307	21,017,791.00	309
2000 - Classified Salaries	5,963,112.00	311	365,088.00	313	5,598,024.00	315	122,019.00		317	5,476,005.00	319
3000 - Employee Benefits	15,218,265.00	321	735,928.00	323	14,482,337.00	325	174,042.00		327	14,308,295.00	329
4000 - Books, Supplies Equip Replace. (6500)	1,808,841.00	331	73,465.00	333	1,735,376.00	335	491,566.00		337	1,243,810.00	339
5000 - Services... & 7300 - Indirect Costs	4,828,643.00	341	25,584.00	343	4,803,059.00	345	892,365.00		347	3,910,694.00	349
TOTAL					47,893,837.00	365			TOTAL	45,956,595.00	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	375
2. Salaries of Instructional Aides Per EC 41011.		2100	380
3. STRS.		3101 & 3102	382
4. PERS.		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	385
7. Unemployment Insurance.		3501 & 3502	390
8. Workers' Compensation Insurance.		3601 & 3602	392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	393
10. Other Benefits (EC 22310).		3901 & 3902	397
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14. TOTAL SALARIES AND BENEFITS.			397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			62.22%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2. Percentage spent by this district (Part II, Line 15)	62.22%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	45,956,595.00
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense-Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	20,982,995.00	301	19,520.00	303	20,963,475.00	305	214,325.00		307	20,749,150.00	309
2000 - Classified Salaries	6,008,675.00	311	360,758.00	313	5,647,917.00	315	138,106.00		317	5,509,811.00	319
3000 - Employee Benefits	15,501,831.00	321	755,535.00	323	14,746,296.00	325	175,874.00		327	14,570,422.00	329
4000 - Books, Supplies Equip Replace. (6500)	1,086,376.00	331	25,000.00	333	1,061,376.00	335	412,155.00		337	649,221.00	339
5000 - Services... & 7300 - Indirect Costs	4,304,760.00	341	0.00	343	4,304,760.00	345	722,994.00		347	3,581,766.00	349
TOTAL					46,723,824.00	365			TOTAL	45,060,370.00	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	375
2. Salaries of Instructional Aides Per EC 41011.		2100	380
3. STRS.		3101 & 3102	382
4. PERS.		3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	385
7. Unemployment Insurance.		3501 & 3502	390
8. Workers' Compensation Insurance.		3601 & 3602	392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	393
10. Other Benefits (EC 22310).		3901 & 3902	393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14. TOTAL SALARIES AND BENEFITS.			397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			64.70%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT	
A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.	
1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2. Percentage spent by this district (Part II, Line 15)	64.70%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	45,060,370.00
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

PART IV: Explanation for adjustments entered in Part I, Column 4b (required)

Current Expense Formula/Minimum Classroom Compensation

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Section I - Expenditures	Funds 01, 09, and 62			2018-19 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	49,681,078.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	1,309,411.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	466,586.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	410,599.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	53,148.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	104,150.00
6. All Other Financing Uses	All	9100 9200	7699 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	30,638.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				1,065,121.00
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	21,430.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				47,327,976.00

Section II - Expenditures Per ADA		2018-19 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		3,549.07
B. Expenditures per ADA (Line I.E divided by Line II.A)		13,335.32
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	45,090,178.84	12,746.74
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	45,090,178.84	12,746.74
B. Required effort (Line A.2 times 90%)	40,581,160.96	11,472.07
C. Current year expenditures (Line I.E and Line II.B)	47,327,976.00	13,335.32
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2020-21 may be reduced by the lower of the two percentages)	0.00%	0.00%

Albany City Unified
Alameda County

July 1 Budget
2018-19 Estimated Actuals
Every Student Succeeds Act Maintenance of Effort Expenditures

01 61127 0000000
Form ESMOE

SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)		
Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000) 1,812,320.00
- 2. Contracted general administrative positions not paid through payroll
 - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. _____
 - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

B. Salaries and Benefits - All Other Activities

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 40,026,376.00

C. Percentage of Plant Services Costs Attributable to General Administration

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 4.53%

Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. _____
Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)

A. Indirect Costs

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	1,754,964.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	929,092.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	0.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	198,841.22
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	2,882,897.22
9. Carry-Forward Adjustment (Part IV, Line F)	(96,445.63)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	2,786,451.59

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	31,813,686.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	6,173,797.00
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	2,197,863.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	601,135.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	466,586.00
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	859,894.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	93,608.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	4,867.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	4,190,589.78
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	2,492,483.00
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	1,072,038.00
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	49,966,546.78

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment

(For information only - not for use when claiming/recovering indirect costs) (Line A8 divided by Line B18)	5.77%
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D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2020-21 see www.cde.ca.gov/fg/ac/ic) (Line A10 divided by Line B18)	5.58%
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Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>2,882,897.22</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>(207,244.70)</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>(98,887.90)</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (5.35%) times Part III, Line B18); zero if negative	<u>0.00</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (5.35%) times Part III, Line B18) or (the highest rate used to recover costs from any program (5.35%) times Part III, Line B18); zero if positive	<u>(96,445.63)</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>(96,445.63)</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>5.58%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-48,222.82) is applied to the current year calculation and the remainder (\$-48,222.81) is deferred to one or more future years:	<u>5.67%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-32,148.54) is applied to the current year calculation and the remainder (\$-64,297.09) is deferred to one or more future years:	<u>5.71%</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>(96,445.63)</u>

Albany City Unified
Alameda County

July 1 Budget
2018-19 Estimated Actuals
Exhibit A: Indirect Cost Rates Charged to Programs

01 61127 0000000
Form ICR

Approved indirect cost rate: 5.35%
Highest rate used in any program: 5.35%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	194,031.00	10,381.00	5.35%
01	4035	88,900.00	4,756.00	5.35%
01	4127	13,795.00	738.00	5.35%
01	4203	74,355.00	1,487.00	2.00%
01	6500	7,438,516.00	23,802.00	0.32%
01	7311	22,117.00	1,183.00	5.35%
01	7510	110,665.00	5,920.00	5.35%
01	9010	7,287,625.00	3,260.00	0.04%
12	5025	152,456.00	8,156.00	5.35%
12	5320	176,060.00	9,362.00	5.32%
12	6105	1,011,233.00	54,053.00	5.35%
13	5310	1,072,038.00	56,892.00	5.31%

July 1 Budget
2018-19 Estimated Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	61,470.00		63,332.00	124,802.00
2. State Lottery Revenue	8560	517,000.00		170,000.00	687,000.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		578,470.00	0.00	233,332.00	811,802.00
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	109,574.00			109,574.00
2. Classified Salaries	2000-2999	19,538.00			19,538.00
3. Employee Benefits	3000-3999	48,539.00			48,539.00
4. Books and Supplies	4000-4999	250,734.00		233,332.00	484,066.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	134,614.00			134,614.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800				
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		562,999.00	0.00	233,332.00	796,331.00
C. ENDING BALANCE					
(Must equal Line A6 minus Line B12)	979Z	15,471.00	0.00	0.00	15,471.00
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	32,566,734.00	3.02%	33,550,247.00	2.79%	34,486,093.00
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	683,726.00	0.00%	683,726.00	0.00%	683,726.00
4. Other Local Revenues	8600-8799	1,433,500.00	0.00%	1,433,500.00	0.00%	1,433,500.00
5. Other Financing Sources						
a. Transfers In	8900-8929	80,000.00	-50.00%	40,000.00	0.00%	40,000.00
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(6,914,951.00)	7.09%	(7,405,485.00)	4.60%	(7,746,284.00)
6. Total (Sum lines A1 thru A5c)		27,849,009.00	1.63%	28,301,988.00	2.10%	28,897,035.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				14,276,372.00		14,533,347.00
b. Step & Column Adjustment				256,975.00		261,600.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	14,276,372.00	1.80%	14,533,347.00	1.80%	14,794,947.00
2. Classified Salaries						
a. Base Salaries				3,196,544.00		3,254,082.00
b. Step & Column Adjustment				57,538.00		58,573.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	3,196,544.00	1.80%	3,254,082.00	1.80%	3,312,655.00
3. Employee Benefits	3000-3999	8,380,145.00	6.20%	8,899,970.00	2.63%	9,134,163.00
4. Books and Supplies	4000-4999	536,224.00	0.00%	536,224.00	0.00%	536,224.00
5. Services and Other Operating Expenditures	5000-5999	2,454,035.00	4.63%	2,567,562.00	3.43%	2,655,647.00
6. Capital Outlay	6000-6999	80,000.00	-50.00%	40,000.00	0.00%	40,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(245,615.00)	0.00%	(245,615.00)	0.00%	(245,615.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	104,150.00	0.00%	104,150.00	0.00%	104,150.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		28,781,855.00	3.15%	29,689,720.00	2.16%	30,332,171.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(932,846.00)		(1,387,732.00)		(1,435,136.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		5,550,091.00		4,617,245.00		3,229,513.00
2. Ending Fund Balance (Sum lines C and D1)		4,617,245.00		3,229,513.00		1,794,377.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	25,000.00		25,000.00		25,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	2,822,868.00		1,435,136.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,442,100.00		1,484,100.00		1,513,600.00
2. Unassigned/Unappropriated	9790	327,277.00		285,277.00		255,777.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		4,617,245.00		3,229,513.00		1,794,377.00

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,442,100.00		1,484,100.00		1,513,600.00
c. Unassigned/Unappropriated	9790	327,277.00		285,277.00		255,777.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
		1,769,377.00		1,769,377.00		1,769,377.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	184,620.00	0.00%	184,620.00	0.00%	184,620.00
2. Federal Revenues	8100-8299	981,368.00	0.00%	981,368.00	0.00%	981,368.00
3. Other State Revenues	8300-8599	4,849,040.00	0.00%	4,849,040.00	0.18%	4,857,599.00
4. Other Local Revenues	8600-8799	6,347,460.00	0.00%	6,347,460.00	0.00%	6,347,460.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	6,914,951.00	7.09%	7,405,485.00	4.60%	7,746,284.00
6. Total (Sum lines A1 thru A5c)		19,277,439.00	2.54%	19,767,973.00	1.77%	20,117,331.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				6,706,623.00		6,827,342.00
b. Step & Column Adjustment				120,719.00		122,892.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	6,706,623.00	1.80%	6,827,342.00	1.80%	6,950,234.00
2. Classified Salaries						
a. Base Salaries				2,812,131.00		2,862,749.00
b. Step & Column Adjustment				50,618.00		51,529.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	2,812,131.00	1.80%	2,862,749.00	1.80%	2,914,278.00
3. Employee Benefits	3000-3999	7,121,686.00	4.48%	7,440,883.00	2.24%	7,607,261.00
4. Books and Supplies	4000-4999	550,152.00	0.00%	550,152.00	0.00%	550,152.00
5. Services and Other Operating Expenditures	5000-5999	2,036,762.00	0.00%	2,036,762.00	0.00%	2,036,762.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	59,578.00	0.00%	59,578.00	0.00%	59,578.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		19,286,932.00	2.54%	19,777,466.00	1.72%	20,118,265.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		(9,493.00)		(9,493.00)		(934.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		291,334.00		281,841.00		272,348.00
2. Ending Fund Balance (Sum lines C and D1)		281,841.00		272,348.00		271,414.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	281,841.00		272,348.00		271,414.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance		281,841.00		272,348.00		271,414.00
(Line D3f must agree with line D2)						

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	32,751,354.00	3.00%	33,734,867.00	2.77%	34,670,713.00
2. Federal Revenues	8100-8299	981,368.00	0.00%	981,368.00	0.00%	981,368.00
3. Other State Revenues	8300-8599	5,532,766.00	0.00%	5,532,766.00	0.15%	5,541,325.00
4. Other Local Revenues	8600-8799	7,780,960.00	0.00%	7,780,960.00	0.00%	7,780,960.00
5. Other Financing Sources						
a. Transfers In	8900-8929	80,000.00	-50.00%	40,000.00	0.00%	40,000.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		47,126,448.00	2.00%	48,069,961.00	1.96%	49,014,366.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				20,982,995.00		21,360,689.00
b. Step & Column Adjustment				377,694.00		384,492.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	20,982,995.00	1.80%	21,360,689.00	1.80%	21,745,181.00
2. Classified Salaries						
a. Base Salaries				6,008,675.00		6,116,831.00
b. Step & Column Adjustment				108,156.00		110,102.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	6,008,675.00	1.80%	6,116,831.00	1.80%	6,226,933.00
3. Employee Benefits	3000-3999	15,501,831.00	5.41%	16,340,853.00	2.45%	16,741,424.00
4. Books and Supplies	4000-4999	1,086,376.00	0.00%	1,086,376.00	0.00%	1,086,376.00
5. Services and Other Operating Expenditures	5000-5999	4,490,797.00	2.53%	4,604,324.00	1.91%	4,692,409.00
6. Capital Outlay	6000-6999	80,000.00	-50.00%	40,000.00	0.00%	40,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(186,037.00)	0.00%	(186,037.00)	0.00%	(186,037.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	104,150.00	0.00%	104,150.00	0.00%	104,150.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		48,068,787.00	2.91%	49,467,186.00	1.99%	50,450,436.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(942,339.00)		(1,397,225.00)		(1,436,070.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		5,841,425.00		4,899,086.00		3,501,861.00
2. Ending Fund Balance (Sum lines C and D1)		4,899,086.00		3,501,861.00		2,065,791.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	25,000.00		25,000.00		25,000.00
b. Restricted	9740	281,841.00		272,348.00		271,414.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	2,822,868.00		1,435,136.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,442,100.00		1,484,100.00		1,513,600.00
2. Unassigned/Unappropriated	9790	327,277.00		285,277.00		255,777.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		4,899,086.00		3,501,861.00		2,065,791.00

Description	Object Codes	2019-20 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2020-21 Projection (C)	% Change (Cols. E-C/C) (D)	2021-22 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,442,100.00		1,484,100.00		1,513,600.00
c. Unassigned/Unappropriated	9790	327,277.00		285,277.00		255,777.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		1,769,377.00		1,769,377.00		1,769,377.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.68%		3.58%		3.51%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
North Region						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		17,534,537.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		3,561.63		3,561.63		3,561.63
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)						
		48,068,787.00		49,467,186.00		50,450,436.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)						
		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)						
		48,068,787.00		49,467,186.00		50,450,436.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)						
		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)						
		1,442,063.61		1,484,015.58		1,513,513.08
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)						
		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)						
		1,442,063.61		1,484,015.58		1,513,513.08
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)						
		YES		YES		YES

Current LEA: 01-61127-0000000 Albany City Unified		
Selected SELPA: CR		(Enter a SELPA ID from the list below then save and close)
POTENTIAL SELPAS FOR THIS LEA		DATE APPROVED
ID	SELPA-TITLE	(from Form SEA)
CR	North Region	

July 1 Budget
2018-19 Estimated Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(185,260.00)				
Other Sources/Uses Detail					579,000.00	104,150.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	176,060.00	0.00	128,368.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(176,060.00)	56,892.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					24,150.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	579,000.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					80,000.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

July 1 Budget
2018-19 Estimated Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	176,060.00	(176,060.00)	185,260.00	(185,260.00)	683,150.00	683,150.00	0.00	0.00

July 1 Budget
2019-20 Budget
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(186,037.00)				
Other Sources/Uses Detail					80,000.00	104,150.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	175,000.00	0.00	129,268.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(175,000.00)	56,769.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					24,150.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	80,000.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					80,000.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

July 1 Budget
2019-20 Budget
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	175,000.00	(175,000.00)	186,037.00	(186,037.00)	184,150.00	184,150.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2016-17)				
District Regular	3,718	3,708		
Charter School				
Total ADA	3,718	3,708	0.3%	Met
Second Prior Year (2017-18)				
District Regular	3,611	3,623		
Charter School				
Total ADA	3,611	3,623	N/A	Met
First Prior Year (2018-19)				
District Regular	3,542	3,549		
Charter School		0		
Total ADA	3,542	3,549	N/A	Met
Budget Year (2019-20)				
District Regular	3,562			
Charter School	0			
Total ADA	3,562			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2016-17)				
District Regular		3,822	3,702	
Charter School				
Total Enrollment		3,822	3,702	3.1%
Second Prior Year (2017-18)				Not Met
District Regular		3,675	3,658	
Charter School				
Total Enrollment		3,675	3,658	0.5%
First Prior Year (2018-19)				Met
District Regular		3,646	3,673	
Charter School				
Total Enrollment		3,646	3,673	N/A
Budget Year (2019-20)				Met
District Regular		3,685		
Charter School				
Total Enrollment		3,685		

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2016-17)			
District Regular	3,621	3,702	
Charter School		0	
Total ADA/Enrollment	3,621	3,702	97.8%
Second Prior Year (2017-18)			
District Regular	3,543	3,658	
Charter School			
Total ADA/Enrollment	3,543	3,658	96.9%
First Prior Year (2018-19)			
District Regular	3,549	3,673	
Charter School	0		
Total ADA/Enrollment	3,549	3,673	96.6%
Historical Average Ratio:			97.1%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			97.6%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2019-20)				
District Regular	3,562	3,685		
Charter School	0			
Total ADA/Enrollment	3,562	3,685	96.7%	Met
1st Subsequent Year (2020-21)				
District Regular	3,562	3,685		
Charter School				
Total ADA/Enrollment	3,562	3,685	96.7%	Met
2nd Subsequent Year (2021-22)				
District Regular	3,562	3,685		
Charter School				
Total ADA/Enrollment	3,562	3,685	96.7%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's cost-of-living adjustment (COLA) and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's COLA and its economic recovery target payment, plus or minus one percent.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2c. All other data is calculated.

Note: Enter data for the Economic Recovery Target Funding (current year increment), Step 2c, for the current year only (not applicable in the two subsequent fiscal years).

Projected LCFF Revenue

	Prior Year (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	3,549.07	3,561.63	3,561.63	3,561.63
b. Prior Year ADA (Funded)		3,549.07	3,561.63	3,561.63
c. Difference (Step 1a minus Step 1b)		12.56	0.00	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.35%	0.00%	0.00%
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		31,316,615.00	32,566,734.00	33,550,247.00
b1. COLA percentage		3.26%	3.00%	2.80%
b2. COLA amount (proxy for purposes of this criterion)		1,020,921.65	977,002.02	939,406.92
c. Economic Recovery Target Funding (current year increment)			N/A	N/A
d. Total (Lines 2b2 plus Line 2c)		1,020,921.65	977,002.02	939,406.92
e. Percent Change Due to Funding Level (Step 2d divided by Step 2a)		3.26%	3.00%	2.80%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2e)				
		3.61%	3.00%	2.80%
LCFF Revenue Standard (Step 3, plus/minus 1%):		2.61% to 4.61%	2.00% to 4.00%	1.80% to 3.80%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	11,148,500.00	11,148,500.00	11,148,500.00	11,148,500.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Necessary Small School Standard (COLA plus Economic Recovery Target Payment, Step 2e, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	31,316,615.00	32,566,734.00	33,550,247.00	34,486,093.00
District's Projected Change in LCFF Revenue:		3.99%	3.02%	2.79%
LCFF Revenue Standard:		2.61% to 4.61%	2.00% to 4.00%	1.80% to 3.80%
Status:		Met	Met	Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2016-17)	24,584,700.57	27,513,446.55	89.4%
Second Prior Year (2017-18)	24,538,143.49	27,607,683.92	88.9%
First Prior Year (2018-19)	25,938,722.00	28,887,763.00	89.8%
Historical Average Ratio:			89.4%

District's Reserve Standard Percentage (Criterion 10B, Line 4):	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	3.0%	3.0%	3.0%
	86.4% to 92.4%	86.4% to 92.4%	86.4% to 92.4%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2019-20)	25,853,061.00	28,677,705.00	90.2%	Met
1st Subsequent Year (2020-21)	26,687,399.00	29,585,570.00	90.2%	Met
2nd Subsequent Year (2021-22)	27,241,765.00	30,228,021.00	90.1%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	3.61%	3.00%	2.80%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-6.39% to 13.61%	-7.00% to 13.00%	-7.20% to 12.80%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-1.39% to 8.61%	-2.00% to 8.00%	-2.20% to 7.80%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2018-19)	1,062,483.00		
Budget Year (2019-20)	981,368.00	-7.63%	Yes
1st Subsequent Year (2020-21)	981,368.00	0.00%	No
2nd Subsequent Year (2021-22)	981,368.00	0.00%	No

Explanation:
(required if Yes)

The change is outside the range for 2019-20 due to removing funds carried over from 2017-18 and 2018-19.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2018-19)	6,036,537.00		
Budget Year (2019-20)	5,532,766.00	-8.35%	Yes
1st Subsequent Year (2020-21)	5,532,766.00	0.00%	No
2nd Subsequent Year (2021-22)	5,541,325.00	0.15%	No

Explanation:
(required if Yes)

The change is outside the range for 2019-20 due to removing one-time funds.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2018-19)	8,394,134.00		
Budget Year (2019-20)	7,780,960.00	-7.30%	Yes
1st Subsequent Year (2020-21)	7,780,960.00	0.00%	No
2nd Subsequent Year (2021-22)	7,780,960.00	0.00%	No

Explanation:
(required if Yes)

Reduction due to donation funds. Please note that corresponding expenditures were removed as well.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2018-19)	1,808,841.00		
Budget Year (2019-20)	1,086,376.00	-39.94%	Yes
1st Subsequent Year (2020-21)	1,086,376.00	0.00%	No
2nd Subsequent Year (2021-22)	1,086,376.00	0.00%	No

Explanation:
(required if Yes)

The decrease primarily relates to not nudging for restricted local activity (donation) that is dependent on fundraising due to its uncertainty. The decrease also includes budget reduction.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2018-19)	5,013,903.00		
Budget Year (2019-20)	4,490,797.00	-10.43%	Yes
1st Subsequent Year (2020-21)	4,604,324.00	2.53%	No
2nd Subsequent Year (2021-22)	4,692,409.00	1.91%	No

Explanation:
(required if Yes)

The decrease primarily relates to not nudging for restricted local activity (donation) that is dependent on fundraising due to its uncertainty.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2018-19)	15,493,154.00		
Budget Year (2019-20)	14,295,094.00	-7.73%	Not Met
1st Subsequent Year (2020-21)	14,295,094.00	0.00%	Met
2nd Subsequent Year (2021-22)	14,303,653.00	0.06%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2018-19)	6,822,744.00		
Budget Year (2019-20)	5,577,173.00	-18.26%	Not Met
1st Subsequent Year (2020-21)	5,690,700.00	2.04%	Met
2nd Subsequent Year (2021-22)	5,778,785.00	1.55%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6B
if NOT met)

The change is outside the range for 2019-20 due to removing funds carried over from 2017-18 and 2018-19.

Explanation:
Other State Revenue
(linked from 6B
if NOT met)

The change is outside the range for 2019-20 due to removing one-time funds.

Explanation:
Other Local Revenue
(linked from 6B
if NOT met)

Reduction due to donation funds. Please note that corresponding expenditures were removed as well.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B
if NOT met)

The decrease primarily relates to not nudging for restricted local activity (donation) that is dependent on fundraising due to its uncertainty. The decrease also includes budget reduction.

Explanation:
Services and Other Exps
(linked from 6B
if NOT met)

The decrease primarily relates to not nudging for restricted local activity (donation) that is dependent on fundraising due to its uncertainty.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? Yes
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223) 17,534,537.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	48,068,787.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution ¹ to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	48,068,787.00	1,442,063.61	1,621,714.00	Met

¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- | | |
|--|---|
| | Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998) |
| | Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)]) |
| | Other (explanation must be provided) |

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2016-17)	Second Prior Year (2017-18)	First Prior Year (2018-19)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	1,360,000.00	1,412,900.00	1,490,432.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	5,414,355.42	59,586.70	261,225.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	(187.78)	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	6,774,167.64	1,472,486.70	1,751,657.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	45,306,451.77	47,096,065.20	49,681,078.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	16,874,258.00	16,371,307.00	17,145,514.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	62,180,709.77	63,467,372.20	66,826,592.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	10.9%	2.3%	2.6%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	3.6%	0.8%	0.9%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2016-17)	(114,297.12)	27,598,446.55	0.4%	Met
Second Prior Year (2017-18)	(553,326.70)	27,737,287.60	2.0%	Not Met
First Prior Year (2018-19)	(1,260,039.00)	28,991,913.00	4.3%	Not Met
Budget Year (2019-20) (Information only)	(932,846.00)	28,781,855.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage levels for two or more of the previous three fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budgets, and what change, if any, will be made to ensure that the subsequent budgets are balanced within the standard.

Explanation:
(required if NOT met)

The District is aware of deficit spending and is in the process of implementing procedures to mitigate the deficit spending. The District's Board appointed Budget Advisory Committee is active.

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹		District ADA		
1.7%	0	to	300	
1.3%	301	to	1,000	
1.0%	1,001	to	30,000	
0.7%	30,001	to	400,000	
0.3%	400,001	and	over	

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level	Status
	Original Budget	Estimated/Unaudited Actuals	(If overestimated, else N/A)	
Third Prior Year (2016-17)	7,417,143.00	7,515,253.12	N/A	Met
Second Prior Year (2017-18)	7,342,870.00	7,363,456.00	N/A	Met
First Prior Year (2018-19)	6,881,388.00	6,810,130.00	1.0%	Met
Budget Year (2019-20) (Information only)	5,550,091.00			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$69,000 (greater of)	0	to	300
4% or \$69,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4, Subsequent Years, Form MYP, Line F2, if available.)	3,562	3,562	3,562
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s): North Region

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	17,534,537.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	48,068,787.00	49,467,186.00	50,450,436.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	48,068,787.00	49,467,186.00	50,450,436.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	1,442,063.61	1,484,015.58	1,513,513.08
6. Reserve Standard - by Amount (\$69,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	1,442,063.61	1,484,015.58	1,513,513.08

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	1,442,100.00	1,484,100.00	1,513,600.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	327,277.00	285,277.00	255,777.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	1,769,377.00	1,769,377.00	1,769,377.00
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.68%	3.58%	3.51%
District's Reserve Standard (Section 10B, Line 7):	1,442,063.61	1,484,015.58	1,513,513.08
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

The District is currently involved with various litigation cases; however, the District expects that any potential loss will be covered by the District's insurance JPA.

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

Measure LL will expire July 2021. Since the District is expecting to propose a new parcel tax in its place at least a year before the expiration of the current parcel tax, the District will continue to project revenue and expenditure activity. If the parcel tax is not successful, the District will need to make additional revenues for 2021-2022.

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year will be extracted. For Transfers In and Transfers Out, enter data in the First Prior Year. If Form MYP exists, the data will be extracted for the Budget Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Budget Year, 1st and 2nd subsequent Years. Click the appropriate button for item 1d; all other data will be calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2018-19)	(6,934,444.00)			
Budget Year (2019-20)	(6,914,951.00)	(19,493.00)	-0.3%	Met
1st Subsequent Year (2020-21)	(7,405,485.00)	490,534.00	7.1%	Met
2nd Subsequent Year (2021-22)	(7,746,284.00)	340,799.00	4.6%	Met
1b. Transfers In, General Fund *				
First Prior Year (2018-19)	579,000.00			
Budget Year (2019-20)	80,000.00	(499,000.00)	-86.2%	Not Met
1st Subsequent Year (2020-21)	40,000.00	(40,000.00)	-50.0%	Not Met
2nd Subsequent Year (2021-22)	40,000.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2018-19)	124,150.00			
Budget Year (2019-20)	104,150.00	(20,000.00)	-16.1%	Met
1st Subsequent Year (2020-21)	104,150.00	0.00	0.0%	Met
2nd Subsequent Year (2021-22)	104,150.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**
Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. NOT MET - The projected transfers in to the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timelines, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

The District is projecting to transfer funds from its Special Reserve funds for CTE/ROP equipment each year.

1c. MET - Projected transfers out have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

--

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2019
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation				
General Obligation Bonds	27	Fund 51	Fund 51	54,840,000
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2019
TOTAL:				54,840,000

Type of Commitment (continued)	Prior Year (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases				
Certificates of Participation				
General Obligation Bonds	5,858,710	5,117,418	4,557,556	4,067,318
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Total Annual Payments:	5,858,710	5,117,418	4,557,556	4,067,318
Has total annual payment increased over prior year (2018-19)?	No	No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes
to increase in total
annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

- 2.

No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

2. For the district's OPEB:
a. Are they lifetime benefits?

No

b. Do benefits continue past age 65?

No

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Pay-as-you-go

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund		Governmental Fund
0		0

4. OPEB Liabilities

- a. Total OPEB liability
- b. OPEB plan(s) fiduciary net position (if applicable)
- c. Total/Net OPEB liability (Line 4a minus Line 4b)
- d. Is total OPEB liability based on the district's estimate or an actuarial valuation?
- e. If based on an actuarial valuation, indicate the date of the OPEB valuation

17,285,651.00
17,285,651.00
0.00
Actuarial
Jun 30, 2018

5. OPEB Contributions

- a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method
- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)
- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)
- d. Number of retirees receiving OPEB benefits

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
a.	1,777,579.00	1,777,579.00	1,777,579.00
b.	670,280.00	671,230.00	671,230.00
c.	671,230.00	671,230.00	671,230.00
d.	145	145	145

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

--

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
b. Amount contributed (funded) for self-insurance programs

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of certificated (non-management) full-time-equivalent (FTE) positions	232.3	225.1	225.1	225.1

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

--

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

 End Date:

5. Salary settlement:

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			

One Year Agreement

Total cost of salary settlement		
---------------------------------	--	--

% change in salary schedule from prior year
or

--

Multiyear Agreement

Total cost of salary settlement		
---------------------------------	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

271,634

7. Amount included for any tentative salary schedule increases

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Varies per plan	Varies per plan	Varies per plan
Varies per plan	Varies per plan	Varies per plan
4.0%	4.0%	4.0%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes		
265,063	269,834	274,691

1.25% Retro 7/1/2018 for FY 2018-19

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
443,000	451,000	459,000
1.8%	1.8%	1.8%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of classified (non-management) FTE positions	104.2	101.7	101.7	101.7

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

--

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

--

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

--

If Yes, date of Superintendent and CBO certification:

--

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

--

If Yes, date of budget revision board adoption:

--

4. Period covered by the agreement:

Begin Date:

--

End Date:

--

5. Salary settlement:

Budget Year
(2019-20)

1st Subsequent Year
(2020-21)

2nd Subsequent Year
(2021-22)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year

--

or

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year (may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

72,000

Budget Year
(2019-20)

1st Subsequent Year
(2020-21)

2nd Subsequent Year
(2021-22)

7. Amount included for any tentative salary schedule increases

0	0	0
---	---	---

Classified (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Varies per plan	Varies per plan	Varies per plan
Varies per plan	Varies per plan	Varies per plan
4.0%	4.0%	4.0%

Classified (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

Yes		
76,399	77,774	79,174

1.25% Retro 7/1/2018 for FY 2018-19

Classified (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
137,500	140,000	142,520
1.8%	1.8%	1.8%

Classified (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2018-19)	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Number of management, supervisor, and confidential FTE positions	36.3	33.3	33.3	33.3

Management/Supervisor/Confidential Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

--

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

42,300

4. Amount included for any tentative salary schedule increases

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	Varies per plan	Varies per plan	Varies per plan
Percent of H&W cost paid by employer	Varies per plan	Varies per plan	Varies per plan
Percent projected change in H&W cost over prior year	4.0%	4.0%	4.0%

Management/Supervisor/Confidential Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments	58,500	59,500	60,500
Percent change in step & column over prior year	1.8%	1.8%	1.8%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2019-20)	1st Subsequent Year (2020-21)	2nd Subsequent Year (2021-22)
Are costs of other benefits included in the budget and MYPs?	No	No	No
Total cost of other benefits			
Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or approve an update to the LCAP effective for the budget year?

Yes

2. Approval date for adoption of the LCAP or approval of an update to the LCAP.

Jun 25, 2019

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template, Section 3: Actions, Services and Expenditures?

Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?

- A2. Is the system of personnel position control independent from the payroll system?

- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)

- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?

- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

- A7. Is the district's financial system independent of the county office system?

- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)

- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **RESOLUTION 2018-19-18 EDUCATION PROTECTION
ACCOUNT FINANCIAL SUMMARY**

PREPARED BY: **JACKIE KIM, CHIEF BUSINESS OFFICIAL**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: Approve Resolution 2018-19-18 Proposition 30 Education Protection Account (EPA) and Expenditure Summary.

BACKGROUND INFORMATION: Proposition 30 was approved by voters on November 6, 2012 and Proposition 55 was approved by voters on November 8, 2016, which separates State-Aid funding into traditional State-Aid and Education Protection Account revenues. Subsequently, on November 8, 2016, the voters approved the California Children’s Education and Health Care Protection Act (Proposition 55) that maintains increased personal income tax rates for taxpayers in high tax brackets through 2030. Proposition 55 did not extend the sales tax increase; therefore, the temporary sales tax increase expired at the end of calendar year 2016. Article XIII, Section 36, requires that the Governing Board of the District shall make the spending determination with respect to monies received from the Education Protection Account in open session of a public meeting of the Governing Board.

DETAILS: Education Protection Account funds for 2018-19 are estimated to be \$5,381,386 which will be designated solely for instructional salaries and benefits.

KEY QUESTIONS/ANSWERS:

1. Can Education Protection Account (EPA) funding pay for expenditures of any educational purpose?
 - a. The only restriction is that EPA funds cannot pay for administration.

FINANCIAL INFORMATION: Zero fiscal impact. All EPA funds received are offset by a corresponding reduction of the same amount of State Aid.

STRATEGIC GOALS ADDRESSED:



Objective #3: Communicate and Lead Together.

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

RECOMMENDATION: Approve Resolution 2018-19-18 Education Protection Account and Expenditure Summary

ALBANY UNIFIED SCHOOL DISTRICT**Resolution No. 2018-19-18****THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun setting 12/31/2017), and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commencing 01/01/2018);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within 10 days preceding the end of the fiscal year; and

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts; and

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government; and

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Albany Unified School District; and

2. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of the Albany Unified School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED by the Governing Board of Education of the Albany Unified School District of the County of Alameda, this __ day of _____, 2019, by the following vote:

AYES:
NAYES:
ABSTAIN:
ABSENT:

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

Sample Unified School District
Education Protection Account Expenditure Summary
Fiscal Year 2019-2020
General Fund, Resource 1400

Description	Function	Amount
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	5,381,386.00
Instruction-Related Services		
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
County Office of Education Only		
County Services to Districts (without regard to Function) (Goal 8600)	various	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		5,381,386.00
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance (Objects 9791-9795)		0.00
Revenue Limit Sources (Object 8012)		5,381,386.00
TOTAL AVAILABLE		5,381,386.00
BALANCE (Total Available minus Expenditures & Other Financing Uses)		0.00

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: ACADEMIC CALENDAR TASK FORCE

PREPARED BY: CHERYL COTTON, DIRECTOR OF HUMAN RESOURCES

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: For the Board of Education to provide direction to staff on the creation of an Academic Calendar Task Force.

BACKGROUND INFORMATION: Per Collective Bargaining Agreements between the Albany Teachers Association (ATA), California School Employees Association (CSEA), Service Employees International Union (SEIU), and Albany Unified School District, the district and employee groups meet annually to develop the school year calendar by June 30. The calendar is determined one year in advance.

The Human Resources Department met with a committee from ATA on April 15 and May 10, 2019. Calendar scenarios were sent to the presidents and union reps from CSEA and SEIU for feedback. Feedback was solicited from the District Leadership Team, including site and district administrators. Two sessions were also held to gather parent feedback on the 2020-2021 Calendar on May 1 and May 8, 2019.

At the June 11, 2019 School Board meeting, the Board voted to approve the 2020-2021 School Year calendar. The Board also asked staff to agendize a discussion on the creation of a calendar task force, which will address the following issues:

- Beginning and ending dates
- Length and timing of breaks
- Conference schedule

DETAILS: When a task force is created, the District needs to ensure that there is input from a variety of stakeholders including, students, staff, and parents. An effective task force also has defined objectives and a timeline to accomplish them. In order to be effective and accomplish its goals, a task force should have no more than 12 members. Staff would like the Board to consider including the following stakeholders on the Calendar Task Force:

1. AHS parent
2. AMS parent
3. Elementary parent
4. Student school board member

5. Mental health counselor
6. AHS academic counselor
7. Three teachers (AHS, AMS, Elementary)
8. Chief Business Official
9. Personnel Coordinator
10. CSEA Representative
11. SEIU Representative

Staff would also like the School Board to consider the following purpose/expected outcomes and timeline for the calendar task force:

Purpose/Outcomes:

- Develop an innovative calendar for the 2021-2022 school year that supports 21st Century learning
- Examine issues related to:
 - Ending the 1st Semester prior to Winter Break
 - Alignment with surrounding districts' breaks
 - Attention to culturally relevant holidays/observances
 - Effects on student attendance
 - Elementary and AMS conference schedules
- Bring at least three (3) calendar options to AUSD bargaining groups
- Options must satisfy all legal requirements for instructional time

Timeline: August 30 through October 31, 2019.

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: Board of Education to provide direction to staff on the creation of an Academic Calendar Task Force.

Academic Calendar

As we look ahead two years to the 2021-2022 academic calendar, AUSD wants input from all parents. A Calendar Task Force with teachers, students, counselors (both academic and mental health), administrators, parents, and others has been tasked with creating calendar options for the 2021-2022 year that are responsive to student, teachers, and family needs. The school calendar affects student stress, the district budget (absences reduce funding), and is a fundamental driver of family life in the district.

We are asking all parents/guardians to complete this brief survey so that all voices are represented in this important decision. Please consider potential positive and negative impacts to your family (such as to work schedules, childcare arrangements, and family activities) as you provide your input on the following calendar changes under consideration.

1. Move the Instructional Calendar Earlier to Prioritize Student Mental Health

Many local districts have moved the start of school earlier in August to address adolescent mental health, a growing concern. These districts include Berkeley (*starting in 20-21*), Oakland, Piedmont, Alameda, Walnut Creek, Acalanes Union, San Francisco, San Ramon, Dublin, Pleasanton, and many more. This earlier start enables first semester final exams to end before the December break, allowing a true rest from school and provides more instructional days before standardized testing and exams (Smarter Balanced [SBAC], ACT, SAT, SAT Subject Tests, AP Exams). Aligning calendars to neighboring districts also allows for more childcare and enrichment opportunities during summer, which are otherwise now difficult to find in the second half of August. Negatives include changing the perception of August as a vacation month and handling the transition year, which would involve a shortened summer break for at least one year.

I would support starting school 1-2 weeks earlier in August and ending 1-2 weeks earlier (end of May or early June).

Strongly Agree, Agree, Neutral, Disagree, Strongly Disagree

2. I would like to align the start and ending dates of school with:

- West Contra Costa Unified
- Berkeley Unified
- UC Berkeley
- No opinion

Camp offerings over Thanksgiving, December Break, Mid-Winter Break, and Spring Break are typically driven by larger districts in our area.

3. I would like to align the length and timing of breaks to coincide with:

- West Contra Costa Unified
- Berkeley Unified
- UC Berkeley
- No opinion

4. Thanksgiving Break-- I would rather:

- Keep a partial week off at Thanksgiving, Wednesday through Friday
- Get a full week off at Thanksgiving

5. February Mid-Winter Break-- I would rather:

- Keep a full week off in February
- Have an extended long weekend with Friday and Monday off (similar to the Berkeley Unified School District calendar).

6. Please prioritize these calendar concerns: (1-Top Priority...6-Last Priority)

- Earlier start to the school year for educational and mental health benefits.
- Earlier start to the school year for better alignment of summertime childcare offerings.
- Keeping AUSD's traditional later August start time.
- Matching long breaks to neighboring districts for better alignment with childcare camps.
- Include more culturally important holidays, even if having these days off extends the school year (Please list holidays important to you that are not current school holidays below).
- Reduce the number of days on Conference Schedule by making these days Teacher In-Service Days with no school for students (but all-day conferences for teachers).

7. Please enter any additional comments you have on the academic calendar.

(limited comment field--300 characters)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: LATER START TIME FOR ALBANY HIGH SCHOOL

PREPARED BY: VALERIE WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: For the Board of Education to approve moving the Albany High School start time to a later start time beginning with the 2020-2021 school year.

BACKGROUND INFORMATION/DETAILS: At the [June 11, 2019 Board of Education meeting](#), Superintendent Williams presented a [Later Start Time Survey for Albany High School Staff](#) that was conducted June 3-7, 2019 and shared the [results](#) of that survey. The Board discussed moving the AHS start time to 8:30. There was also an opportunity for public input on this topic. The Board gave direction to staff to bring this item back to the Board on Review and Action and also gave direction to staff to work with ATA on a Statement of Intent as changing the start times for AHS is a subject of bargaining.

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: For the Board of Education to approve moving the Albany High School start time to a later start time beginning with the 2020-2021 school year.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

**ITEM: INDEPENDENT CONTRACTOR SERVICES AGREEMENT
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND
DR. REBECCA SHILLING, 2019-2020**

PREPARED BY: DIANE MARIE, DIRECTOR III - SPECIAL EDUCATION

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

Board of Trustees to review and approve the 2019-2020 Independent Contractor Services Agreement with Dr. Rebecca Shilling, psychologist.

BACKGROUND INFORMATION:

Dr. Shilling is a psychologist who contracts with school districts to conduct psycho-educational assessments and provide services.

DETAILS:

Dr. Shilling will conduct psycho-educational assessments for the district annual and triennial IEPs for Albany USD students.

<u>x</u>	Standard Contract
	Contract deviates from Standard Contract
<u>x</u>	New Contract
	Renew Contract

FINANCIAL INFORMATION: Flat fee NTE \$6120.00.

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.*



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 Services Agreement between Albany USD and Dr. Rebecca Shilling.

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

This agreement is hereby entered into this 25th day of June 2019 in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Dr. Rebecca Schilling

CONTRACTOR

1912 Lincoln Avenue

MAILING ADDRESS

San Jose

CA

95125

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"): Psycho-educational Assessment.

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 July 1, 2019 and complete performance no later than June 30, 2020.

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 six thousand one hundred twenty dollars \$6,120.00. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- a. Such compensation shall be based on:
- An hourly rate of _____.
 - A daily rate of \$_____ for a total amount of _____ days.
 - A flat fee not to exceed \$6,120.00
- b. Payment method shall be:
- Upon Completion.
 - Date of Service.
 - Other (Specify):

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

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Special Education, 819 Bancroft Way, Berkeley, CA 94710

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

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

11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.

12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

Contracted Parties shall **only have limited or no contact** (as determined by

District) with District students at all times during the Term of this Agreement.

X 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: Rebecca Schilling.

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: Jackie Kim
Title: Chief Business Official

Address for District Notices:

Albany Unified School District
819 Bancroft Way
Berkeley, CA 94710

CONTRACTOR:

Dr. Rebecca Schilling, Licensed Psychologist
Tax Identification Number:

By: _____
Name: Rebecca Schilling

Address for Contractor Notices:

Dr. Rebecca Schilling
1912 Lincoln Avenue
San Jose, CA 95125

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

**ITEM: INDEPENDENT CONTRACTOR SERVICES AGREEMENT
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND
MAYA GUENDELMAN, 2019-2020**

PREPARED BY: DIANE MARIE, DIRECTOR III - SPECIAL EDUCATION

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: Board of Trustees to review and approve the 2019-2020 Independent Contractor Services Agreement with Maya Guendelman, pediatric neuropsychologist.

BACKGROUND INFORMATION:

Maya Guendelman is a pediatric neuropsychologist who contracts with school districts to conduct assessments and provide services.

DETAILS: Ms. Guendelman will conduct psycho-educational assessments for the district annual and triennial IEPs for Albany USD students.

<u>x</u>	Standard Contract
	Contract deviates from Standard Contract
<u>x</u>	New Contract
	Renew Contract

FINANCIAL INFORMATION: Flat fee NTE \$6500.00.

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.*



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 Independent Services Contractor Agreement between Albany USD and Maya Guendelman.

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

This agreement is hereby entered into this 25th day of June 2019 in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Maya Guendelman, Pediatric Neuropsychologist

CONTRACTOR

2999 Regent Street, Suite 601

MAILING ADDRESS

Berkeley CA 94705
CITY STATE Zip Code

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"): Psycho-educational Assessment

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 July 1, 2019 and complete performance no later than June 30, 2020.

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 six thousand five hundred dollars (\$6,500.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- a. Such compensation shall be based on:
 - An hourly rate of .
 - A daily rate of \$ _____ for a total amount of _____ days.
 - A flat fee of **\$6,500.00**
 - b. Payment method shall be:
 - Upon Completion.
 - Date of Service.
 - Other (Specify):**

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

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Special Education, 819 Bancroft Way, Berkeley, CA 94710.

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

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

11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.

12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

Maya Guendelman

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

Contracted Parties shall **only have limited or no contact** (as determined by

District) with District students at all times during the Term of this Agreement.

X 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:

Maya Guendelman

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: Diane Marie

Title: Director of Special Education

Address for District Notices:

Albany Unified School District
Special Education Office
819 Bancroft Way
Berkeley, CA 94710

CONTRACTOR:

Tax Identification Number:

By: _____

Name: Maya Guendelman

Title: Pediatric Neuropsychologist

Address for Contractor Notices:

2999 Regent Street, Suite 601
Berkeley, CA 94705

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

**ITEM: INDEPENDENT CONTRACTOR SERVICES AGREEMENT
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND HANNAH
ACEVEDO**

PREPARED BY: DIANE MARIE, DIRECTOR OF SPECIAL EDUCATION

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

Board of Trustees to review and approve the 2019-2020 Independent Contractor Services Agreement with Hannah Acevedo, Psychologist.

BACKGROUND INFORMATION:

Hannah Acevedo is a psychologist who contracts with school districts to conduct assessments and provide services.

DETAILS:

Ms. Acevedo will complete an educationally related mental health assessment for a District student.

- Standard Contract
 Contract deviates from Standard Contract
 New Contract
 Renew Contract

KEY QUESTIONS AND ANSWERS:

Q. Why contract for services instead District staff doing this assessment?

A. District does not have a psychologist able to do this assessment.

FINANCIAL INFORMATION:

Not to exceed \$5,250.00

STRATEGIC OBJECTIVES ADDRESSED:



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



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

RECOMMENDATION: Approve Independent Contractor Services Agreement between Albany Unified School District and Hannah Acevedo.

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

This agreement is hereby entered into this 26th day of April 2019 in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Hannah Acevedo

CONTRACTOR

282 Adams Street #4

MAILING ADDRESS

Oakland	CA	94610
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"): Educationally Related Mental Health Assessment.

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 July 1, 2019 and complete performance no later than June 30, 2020.

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 five thousand two hundred fifty dollars \$5,250.00. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- a. Such compensation shall be based on:
- X An hourly rate of \$175.00.
- A daily rate of \$_____ for a total amount of _____ days.
- A flat fee not to exceed _____
- 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: Special Education, 819 Bancroft Way, Berkeley, CA 94710

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

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

11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.

12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

Contracted Parties shall **only have limited or no contact** (as determined by

District) with District students at all times during the Term of this Agreement.

X 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: Hannah Acevedo.

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: Jackie Kim
Title: Chief Business Official

Address for District Notices:

Albany Unified School District
819 Bancroft Way
Berkeley, CA 94710

CONTRACTOR:

Hannah Acevedo
Tax Identification Number:

By: _____
Name: Hannah Acevedo

Address for Contractor Notices:

Hannah Acevedo
282 Adams Street #4
Oakland, CA 94610

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: MASTER CONTRACT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND ATX LEARNING

PREPARED BY: DIANE MARIE, DIRECTOR III, SPECIAL EDUCATION

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

Board of Trustees to review and approve the Master Contract between Albany Unified School District and ATX LEARNING.

BACKGROUND INFORMATION:

The District conducted the recruitment process for special education teachers to fill openings for the 2019-2020 school year. Interviews were held and there were not enough qualified candidates to fill all of the positions. In order for services to be in place for our students, an agency contractor has been secured.

DETAILS:

ATX Learning is a Non-Public Agency (NPA) that provides various services to school districts. The Agency has a special education teacher available. special education teacher will work five days per week, 7.5 hours per day.

- Standard Contract
 Contract deviates from Standard Contract
 New Contract
 Renew Contract

KEY QUESTIONS AND ANSWERS:

Q. Why is the District contracting with an agency?

A. The District was unsuccessful in securing enough qualified special education teachers to fill our openings through the recruitment process.

FINANCIAL INFORMATION: Not to exceed \$107,695.00

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: Review and Approve the Master Contract between the Albany Unified School District and ATX Learning.

*Nonpublic, Nonsectarian
School/Agency Services*

Master Contract

2019-2020

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Contract Year: 2019-2020

LEA: Albany Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

ATX Learning

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1) MASTER CONTRACT

- a) This Master Contract is entered into this 1st day of July, between the Albany Unified School District (hereinafter referred to as "LEA") and ATX Learning (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, 2019 to June 30, 2020 (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, 2019. If the

subsequent Master Contract has not been executed prior to June 30, 2020, 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:

Name: Veronica Michael, Director of Special Education
 LEA: Albany Unified School District
 Address: 819 Bancroft Way
 City, State, Zip: Berkeley, CA 94710
 Phone: 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.

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) CONTRACTOR shall comply with Education Code section 48905.8. Specifically,
- i) CONTRACTOR shall not do any of the following:
 - a) Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
 - b) Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
 - c) Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
 - d) Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
 - e) Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
 - f) Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.
 - ii) CONTRACTOR shall:
 - a) Keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.
 - b) Afford to pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

- c) If prone restraint techniques are used, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.
- h) Notwithstanding the provisions of Education Code 48905.8, 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.
- c) In the event CONTRACTOR wishes to bring an animal, other than a bona fide service animal, on LEA premises, both CONTRACTOR'S management and LEA must agree in writing.

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) CALSTRS REPORTING REQUIREMENT

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

Pursuant to Education Code 22164.5(b), the activities of an employee of CONTRACTOR shall not be included in the definition of "retired member activities" if all of the following conditions apply:

- (1) The employee performs a limited-term agreement.
- (2) The third-party employer does not participate in a California public pension system.
- (3) The activities performed by the individual are not normally performed by employees of an employer, as defined in Section 22131.

50) 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

51) 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.

52) 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.

53) 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.

54) 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.

55) 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.

56) 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.

57) 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

58) 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.

59) 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 or 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.

60) 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.

61) 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.

62) 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.

63) 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.

64) 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: ATX Learning, 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: \$198/day

ii) Related Services:

Service	Rate	Period
Intensive Individual Services (340)		
Language and Speech (415) INDIVIDUAL		
Language and Speech (415) GROUP		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive/Adaptive Technology Services (445)		

Occupational Therapy (450) INDIVIDUAL		
Occupational Therapy (450) GROUP		
Physical Therapy (460) INDIVIDUAL		
Physical Therapy (460) INDIVIDUAL		
Individual Counseling (510)		
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)		
Educationally Related Mental Health Services		
Other		

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: \$595.00

APPROVALS

Master Contract approved by the governing Board on _____

Total amount of contract not to exceed \$107,695.00

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

CONTRACTOR	DISTRICT
ATX Learning	Albany Unified School District
<i>Fred Miller</i> June 06, 2019 (Signature & Date)	(Signature & Date)
(Name & Title of Authorized Representative) Fred Miller	(Name & Title of Authorized Representative) Veronica Michael, Director of Special Education
Notices to Contractor shall be addressed to: ATX Learning Fred Miller	Notices to LEA shall be addressed to: Albany Unified School District Victoria Berndt, Special Education Secretary
	819 Bancroft Way
	Berkeley, CA 94710
Phone: (512) 593-5222 Fax: (512) 212-1338 Email: fred.miller@atxlearning.com Website: www.atxlearning.com	Phone: 510-559-6536 Fax: 510-559-6543 Email: vberndt@ausdk12.org Website: www.ausdk12.org

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

**ITEM: INDEPENDENT CONTRACTOR SERVICES AGREEMENT
WITH UC BERKELEY HISTORY-SOCIAL SCIENCE PROJECT**

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

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

The purpose of this item is to review and approve an Independent Contractor Services Agreement with UC Berkeley History-Social Science Project to provide professional development for Cornell, Marin and Ocean View Elementary School during the 2019-2020 school year.

BACKGROUND:

The History-Social Science Framework was adopted by the State Board of Education on July 14, 2016. Although the framework does not change the state History-Social Science standards, it does have several implications for curriculum and instruction. The framework identifies and defines four key elements of the discipline that are interwoven throughout the framework: content, inquiry, literacy, and citizenship. Instead of only focusing on memorizing historical narrative, the framework features ways to guide students through an investigation of the discipline, using the lenses of economists, geographers, historians, and political scientists.

DETAILS:

The UC Berkeley History-Social Science Project will support the implementation of the California History-Social Science Framework and integrate explicit instruction in history/social studies into TK-5 classrooms. UCBHSSP will provide two half-day TK-5 district wide professional learning sessions and will facilitate a self-selected cohort of teachers (from all three elementary schools) to plan curriculum, to support social studies/history instruction among elementary school teachers in the district.

Specific information regarding topics that will be addressed during the year are attached.

FINANCIAL INFORMATION: The cost of the professional development will not exceed \$15,000 and will be paid for using funds allocated in the Local Control and Accountability Plan (Actions/Services 1.1.4: We will provide professional development in Culturally Responsive Teaching and Practices).

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.*

<p>RECOMMENDATION: Review and approve the Independent Contractor Services Agreement with UC Berkeley History-Social Science Project</p>
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SERVICES AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
ALBANY UNIFIED SCHOOL DISTRICT

This Services Agreement ("**Agreement**"), effective as of JUNE 30, 2019 ("**Effective Date**"), is by and between The Regents of the University of California, a California public corporation ("**University**"), on behalf of its UC BERKELEY HISTORY-SOCIAL SCIENCE PROJECT at its Berkeley campus, and ALBANY UNIFIED SCHOOL DISTRICT ("**ALBANY**"), a having a principal place of business at 819 BANCROFT WAY, BERKELEY, CA 94710. "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

BACKGROUND

A. The University has the experience and capabilities necessary to perform the services contemplated by this Agreement and the performance of such services is consistent with its educational, research, and public service activities; and

B. ALBANY would like the University to provide the services as set forth in this Agreement.

In consideration of the mutual covenants, terms and conditions in this Agreement, the Parties agree to the following:

AGREEMENT

1. Scope of Work

The University will perform the services and, if applicable, provide the deliverables set forth in the attached Exhibit A, incorporated by reference and made a part of this Agreement.

2. Fees

The fees or rates for the services to be rendered by the University are set forth in Exhibit A. ALBANY will pay the University within 30 days from the date of University's invoices. Past due payments will accrue a 1% service charge per month. University will submit all invoices to ALBANY's representative listed in Section 15 (**Notice**). All payments from ALBANY to the University will be made by check payable to "The Regents of the University of California" to an address specified in the invoice or by wire transfer to an account specified in the invoice.

3. Term and Termination

3.1 This Agreement commences on the Effective Date and terminates one year from the Effective Date or on JUNE 30, 2020, whichever is later ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement.

3.2 This Agreement may be terminated by either Party in the event the other Party is in breach of any material term of this Agreement and has failed to cure such breach within 30 days after notice thereof. ALBANY's failure to pay any undisputed payment when due under this Agreement will constitute a "material breach" of this Agreement for the purposes of this provision.

3.3 University may terminate this Agreement with or without cause upon 30 days' written notice to ALBANY. ALBANY will pay the University for all services rendered and expenses incurred as of the date the notice of termination was sent.

3.4 All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections **4 (Copyright)**, **5 (University Name, Trademarks and Logos)**, **6 (Disclaimer of Warranty)**, **7 (Limitations of Liability)**, **8 (Indemnification)**, **9 (Insurance)**, and **10 (Confidentiality)**.

4. Copyright

All rights to a Party's pre-existing copyrighted or copyrightable materials (or derivative works thereof) will be retained by such Party. All copyright rights to any works created in the performance of this Agreement ("**Works**") will vest with the University as a "work made for hire" under U.S. copyright law. If it is determined that the University is not the owner of such Works under the "work made for hire" doctrine, ALBANY hereby irrevocably assigns to the University all right, title, and interest (including copyright rights) to and in such Works. The University grants to ALBANY a non-transferable, royalty-free, non-exclusive license to use the Works solely for internal business purposes. ALBANY will not use the Works for any other purpose without the prior written consent of the University.

5. University Name, Trademarks and Logos

ALBANY will not use the name of the University of California ("**UC**"), any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of ALBANY, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at bcbp@berkeley.edu. At all times, ALBANY agrees to comply with California Education Code Section 92000.

University Marks are and will remain exclusively the property of the University. ALBANY will not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and ALBANY hereby expressly waives any right which it may have in University Marks. ALBANY recognizes the University's exclusive ownership of University Marks.

6. Disclaimer of Warranty

Except as expressly set forth otherwise in this Agreement, the University makes no warranties, either express or implied, as to the services, the deliverables, or the results provided under this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. ALBANY acknowledges that the services, the deliverables, and the results are provided on an "as is" basis and without warranties of any kind. ALBANY further acknowledges that it uses such services, deliverables, and results at its own risk. The University will bear no responsibility for the success or failure of the services, deliverables, or results.

7. Limitations of Liability

Neither Party shall be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way related to this agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of good will, whether or not the other Party has been advised of the possibility of such damages and whether or not such damages were foreseeable.

8. Indemnification

Each Party will defend, indemnify, and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts of the Party, its officers, agents, or employees. The Party seeking indemnification agrees to provide the other Party with prompt notice of any such Claim and to permit the indemnifying Party to defend any claim or action, and to cooperate fully in such defense. The indemnifying Party will not settle or consent to the entry of any judgment in any Claim without the consent of the other Party, and such consent will not be unreasonably withheld, conditioned, or delayed.

If ALBANY is providing any materials to University in the performance of this Agreement, pursuant to Section **12 (Materials Provided by ALBANY)** below, ALBANY will indemnify, defend, and hold harmless the University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that ALBANY Materials (defined in Section 12 below) or the University's use of ALBANY Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The University retains the right to participate in the defense against any such suit or action, and ALBANY will not settle any such suit or action without the University's consent.

9. Insurance

9.1 The Parties will keep in full force and effect during the Term, at each Party's own expense, insurance or in the case of the University, self-insurance with coverages as follows ("Insurance"):

A. Commercial Form General Liability Insurance with minimum limits as follows:

i. Each Occurrence	\$1,000,000
ii. Products/Completed Operations Aggregate	\$2,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. General Aggregate	\$2,000,000

B. Workers Compensation as required by applicable law.

C. If a representative of ALBANY will be driving on campus, Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence will be required.

9.2 If the Insurance is written on a claims-made form, it will continue for three (3) years following termination of this Agreement.

9.3 The Insurance will provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

9.4 Within thirty (30) days of the execution of this Agreement, each Party will furnish the other Party with a Certificate of Insurance ("**Certificate of Insurance**") evidencing compliance with the insurance provisions of this Agreement. ALBANY's Certificate of Insurance will be delivered to University's representative specified in the Section **15 (Notice)**. Each Party is required to give thirty (30) days' advance written notice to such other Party of any modification, change, or cancellation with respect to the Insurance.

9.5 The insurance requirements set forth in this Section will not limit a Party's liability.

10. Confidentiality

"**Confidential Information**" is defined as non-public information that (i) a Party considers confidential or proprietary; and (ii) is marked "Confidential" or "Proprietary." If a Party discloses Confidential Information orally, the disclosing Party will indicate its confidentiality at the time of disclosure and will confirm such in writing within ten (10) days of the disclosure. Unless otherwise mandated by law, court order, or Public Records Act request, each Party will not disclose the other Party's Confidential Information to any third party, and each Party will only use the other Party's Confidential Information to the extent necessary to perform this Agreement. The receiving Party's confidentiality and use obligations will extend for a period of one [1] year from the date of receipt of the disclosing Party's Confidential Information

11. Export Control and Biohazardous Materials

If any of the materials and/or information provided to the University by ALBANY ("**Export Materials**") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774); controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Export Materials, ALBANY will provide the University contact in Section **15 (Notice)** with written notification that identifies such Export Materials, including their export classification, prior to disclosure.

12. Materials Provided by ALBANY

In the event the University is producing deliverables or providing services that require ALBANY to furnish or supply the University with parts, goods, data, specifications, components, programs, practices, methods, Export Materials, or other property under this Agreement (collectively, "**ALBANY Materials**"), ALBANY warrants that ALBANY Materials will: (1) conform to the requirements of this Agreement, including all descriptions, specifications, and attachments made a part hereof, and (2) will not infringe any third party rights. The University's acceptance of ALBANY Materials will not relieve ALBANY from its obligations under this warranty.

13. Data Security and Privacy

The Parties do not anticipate providing or exchanging any personally identifiable information or data identifiable to an individual ("**Protected Information**") in the performance of this Agreement. In the event that any Protected Information is revealed, shared or exchanged, each Party agrees to comply with all applicable local, state, federal and international laws regarding

Protected Information, and the Parties will agree that supplemental agreements may be required to govern such use.

14. Miscellaneous

14.1 Governing Law

This Agreement will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions. Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought will be exclusively in the County of Alameda.

14.2 Relationship of the Parties

In the performance of this Agreement, the Parties, and their officers, agents and employees, will act as independent contractors. Nothing in this Agreement will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

14.3 Force Majeure

If any Party fails to timely perform its obligations under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event.

14.4 Assignment

Neither Party may assign this Agreement without the written consent of the other Party.

14.5 Severability

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

14.6 Integration

This Agreement, including any exhibits, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes all prior agreements, representations and understandings of the Parties. The parties may utilize their standard forms of purchase orders, invoices, quotations and other such forms in administering this Agreement, but any of the terms and conditions printed or otherwise appearing on such forms will not be applicable and will be void. Modifications, including additions or revision of any terms and conditions may only be made by a written agreement signed by both Parties that expressly states in the title of such document an intent to amend this Agreement.

14.7 Waiver

No waiver of any provision of this Agreement will be effective unless made in writing and signed by the waiving party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, will not

prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

14.8 Counterparts

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which will be deemed an original and all of which together will constitute one instrument.

14.9 Headings

Article and Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

15. Notice

All notices under this Agreement must be in writing, and must be mailed or delivered by hand or recognized overnight delivery service to the Party to whom such notice is being given. Any such notice will be considered to have been given when received by the Party to whom notice is given or upon receipt by the sending Party of written confirmation of refusal of delivery by the Party to whom notice is sent.

University's representative for all purposes will be:
 ANDREA EUBANKS – OFFICE ADMINISTRATOR
 UCBHSSP
 DEPT. OF HISTORY
 3229 DWINELLE HALL MC#2550
 BERKELEY, CA 94720-2550
 510-643-0897
 UCBHSSP@BERKELEY.EDU

ALBANY's representative for all purposes will be:
 MARIE WILLIAMS – ASSISTANT SUPERINTENDENT, EDU SERVICES
 819 BANCROFT WAY
 BERKELEY, CA 94710
 510-558-3750
 MWILLIAMS@AUSDK12.ORG

[signature page follows]

16. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the duly authorized Parties have executed this Agreement as of the Effective Date.

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Albany Unified School District
Programming for Elementary Teachers

2019-2020

AUSD Contact: Marie Williams, Assistant Superintendent, Educational Services

(510) 558-3750, mwilliams@ausdk12.org

The UCB History-Social Science Project proposes a series of district wide informational sessions, combined with the facilitation of a self-selected cohort to plan curriculum, to support social studies/history instruction among elementary school teachers in the district.

Goal: Support Implementation of the California History-Social Science Framework and integrate explicit instruction in history/social studies into TK-5 classrooms.

1. Introduce the content and implications of the California H-SS Framework to all elementary school teachers.
 - August – 4 shifts in instruction and development of course inquiry question
 - March – revisiting shifts, reflection on course question, sharing of cohort examples
2. Plan for implementation of H-SS Framework aligned instruction with a group of early adopters.
 - Develop inquiry-based units, which incorporate literacy and disciplinary thinking, engage essential understandings, and create connection to community history.

Description	Cost
Professional Development Sessions – whole district Introduction to district elementary school teachers – morning session, August 23 Reflection on Learning and Sharing – morning session, March 20 2 half days x \$1850	3700
Planning Cohort (10-12 teachers) Curriculum Planning with cohort of early adopters <ul style="list-style-type: none"> • September • November • February 3 full days x \$3000	9000
Sub-total	12700
Administrative Costs @ 10%	1270
Access for All Learners Planning Handbook (http://ucbhssp.berkeley.edu/A4AL) \$20/copy x 20	400
	14370

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

**ITEM: INDEPENDENT CONTRACTOR SERVICES AGREEMENT
WITH CANDICE VALENZUELA (CANDICE ROSE CONSULTING) FOR
PROFESSIONAL DEVELOPMENT AT ALBANY MIDDLE SCHOOL**

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

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

The purpose of this item is to review and approve an Independent Contractor Services Agreement with Candice Valenzuela (Candice Rose Consulting) to provide professional development for Albany Middle School during the 2019-2020 school year.

BACKGROUND:

In March 2019, AMS received a half-day training on the topic of trauma informed practices in the classroom. The training was facilitated by Candice Valenzuela and was very well received. AMS staff expressed a strong interest in continuing to collaborate with Candice Valenzuela in the 2019-2020 school year.

DETAILS:

Candice Valenzuela (Candice Rose Consulting) has worked in the Bay Area education community for 13 years. Ms. Valenzuela began as a teen health educator, and has taught special education, high school English, creative writing, and women's studies. She also ran after-school enrichment programs before becoming a teacher coach and wellness consultant. Ms. Valenzuela has coached, trained and mentored educators in Bay Area, Los Angeles and Indianapolis schools. She has a BA in Humanities from Loyola Marymount University, and an MA in East-West Psychology from the California Institute for Integral Studies. Ms. Valenzuela is also certified as a mindful yoga teacher through the Niroga Institute. In addition to coaching and facilitating in schools, Ms. Valenzuela teaches as an adjunct at the University of San Francisco School of Education and the San Francisco State Department of Health Education.

During the 2019-2020 school year, Candice Valenzuela will provide ongoing professional development at Albany Middle School with a goal of enhancing school culture change towards restorative, non-punitive, and equitable pedagogies that sustain teachers, staff and students.

During the 2019-2020 school year, professional development will address the following learning outcomes:

- Deepen and practice frameworks of trauma sensitive practice and culturally responsive teaching.
- Explore, identify and implement effective strategies to support all learners across race, difference, behavioral needs and ability.
- Practice and implement mindfulness as a tool for personal, classroom and school transformation.

Specific information regarding topics that will be addressed during the year are attached.

FINANCIAL INFORMATION: The cost of the professional development will not exceed \$15,000 and will be paid for using funds allocated in the Local Control and Accountability Plan (Actions/Services 1.1.4: We will provide professional development in Culturally Responsive Teaching and Practices).

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.*

<p>RECOMMENDATION: Review and approve the Independent Contractor Services Agreement with Candice Valenzuela.</p>

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

This agreement is hereby entered into this 25th day of June, 2019, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Candice Valenzuela (Candice Rose Consulting)

CONTRACTOR

434 E17th Street, Apt 304

MAILING ADDRESS

Oakland

CA 94606

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"):

See attached scope of work.

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 date:

March 15, 2019.

OR

Commence providing services under this AGREEMENT on:

Dates will be mutually determined by AMS administration and Candice

Valenzuela.

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 **\$15,000** DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- a. Such compensation shall be based on:
- An hourly rate of _____ for a total amount of ____ hours.
 - A daily rate of \$ _____ for a total amount of _____ days.
 - X **Total amount not to exceed \$15,000**
- 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, 819 Bancroft Way, Berkeley, CA 94710.

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:

CONTRACTOR:

ALBANY UNIFIED SCHOOL DISTRICT

Candice Valenzuela

Tax Identification Number:
(confidential)

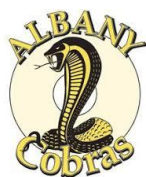
By: _____
Name: Marie Williams
Title: Assistant Superintendent, Educational Services

By: _____
Name:
Title:

Address for District Notices:

Albany Unified School District
819 Bancroft Way
Berkeley, CA 94710

Address for Contractor Notices:



Albany Middle School & Candice Rose Consulting Trauma Informed & Culturally Responsive Teacher Development

2019-20 Sample Scope of Work

Purpose:

The purpose of this partnership is to enhance school culture change towards restorative, non-punitive, and equitable pedagogies that sustain teachers, staff and students alike. The nature of this work takes time and is best implemented over a 3-4 year span. At the close of contract, stakeholders will evaluate the success of the partnership and determine whether additional support is desired in continuing school years.

Evaluation Methods:

While student outcomes and behavioral data will be observed, our primary evaluation method will be teacher satisfaction surveys, exit tickets and whole staff assessments.

Desired Outcomes:

- AMS teachers will *deepen and practice frameworks* of trauma sensitive practice and culturally responsive teaching in professional development.
- The AMS community will *explore, identify and implement effective strategies* to support all learners across race, difference, behavioral needs and ability during whole staff work sessions.
- AMS teachers will practice and implement mindfulness as a tool for personal, classroom and school transformation.

Offering	Description	Cost
Professional Development Series	<p style="text-align: center;"><u>August 23rd, Three-hour Teacher Professional Development</u> "Trauma Sensitive Classrooms"</p> <p>This training serves as a beginning of year refresher in the material covered last March. New and returning teachers will revisit compassionate pedagogy,</p>	\$5,000

	<p>trauma sensitive classrooms, and self-assess areas for growth and improvement individually and as a school site. This training includes:</p> <ul style="list-style-type: none"> - Delivery of Pre-survey one week before training and/or administrative consultation session to determine focus of training. - Review of “Trauma Sensitive Classrooms” training. Outcomes include, <ul style="list-style-type: none"> - Compassion -based pedagogy and mindfulness - Adult stress resilience, emotional regulation and wellbeing - Student trauma cycle and de-escalation - Prepare, Interact and Integrate strategies for managing trauma in the classroom - Teachers practice in family groups - Delivery of Post-survey after training <p style="text-align: center;"><u>March Date- TBD, <i>Three-hour Teacher Professional Development</i></u></p> <p style="text-align: center;">“Mindful Equity Awareness”</p> <p>This training builds a culturally responsive lens upon trauma informed practices. Teachers hone their mindful tools and use them to unpack bias and improve student relationships across difference. This training includes,</p> <ul style="list-style-type: none"> - Delivery of Pre-survey one week before training and/or administrative consultation to determine focus of training. - “Mindful Equity Awareness” outcomes include, <ul style="list-style-type: none"> - Acknowledging the context of race, culture and bias in schools - Reflection on teacher identity in the classroom - Role of culture in the brain and learning - Identifying cultural interactions of high charge and personal triggering - Connections to Student trauma cycle and de-escalation - Teachers practice their Prepare, Interact and Integrate tools - Mindful Student Reflection Protocol - Teachers practice in family groups - Delivery of Post-survey after training 	
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<p>Teacher Practice Sessions</p>	<p><i>Up to eight 90-minute Teacher Practice Sessions.</i> Sessions include a brief review of PD curriculum and supported practice time in family groups to implement trauma resilient and culturally responsive practices for self and students. Teachers will be able to access 1:1 or group coaching during these sessions.</p> <p style="text-align: center;"><i>September TBD</i> <i>October TBD</i> <i>November TBD</i> <i>December TBD</i> <i>January TBD</i> <i>February TBD</i> <i>April TBD</i> <i>May TBD</i></p> <p>Practice areas will be determined through administrative and teacher input, possible practice points include:</p> <ul style="list-style-type: none"> - Always available adults, building relational capital and authentic relationships - Internal Working Model (IWM) - Integrating the 7C's of Resilience - Methods for teaching trauma resilience and mindfulness to students in the classroom - Community Cultural Wealth & Asset based - SODA Strategy - Mindful Student Reflection Protocol - Student Success Strategies 	<p>\$9,600</p>
<p>Administrative Coaching</p>	<p><i>4 - 6 Coaching Hours</i> over the course of the 19-20 school year.</p> <p>Sessions support alignment of teacher development, culture change, and provide space for leaders to reflect on their own embodiment of the work. Coaching activities can include but are not limited to,</p>	<p>\$1,000</p>

	<ul style="list-style-type: none"> - Culture & vision setting - Landscape analysis, strategy development, problem solving & adult culture change - Collaboration, input and feedback on PD - Development of additional resources - Adult conflict management & communication support 	
<p style="text-align: right;">Subtotal: \$15,600</p> <p style="text-align: right;">New School Partner 5% Discount = \$780</p>		<p>Total: \$14,820</p>

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **AGREEMENT WITH YOSSO GROUP, INC., DBA: SPECIFIED PLAY EQUIPMENT CO. FOR TURNKEY INSTALLATION OF ONE NEW PLAY STRUCTURE AT ALBANY MIDDLE SCHOOL ANNEX**

PREPARED BY: **VAL WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve Agreement with Yosso Group, Inc., DBA: Specified Play Equipment Co. (SPEC) for installation of one new play structure at Albany Middle School Annex.

BACKGROUND INFORMATION: As the Albany Middle School Annex project is nearing completion, the District must make preparations to temporarily house elementary students. As part of these preparations, the District wishes to install a play structure which can ultimately be moved to one of the elementary sites. The Ocean View Principal worked with the District's Bond Program Manager (DCA) to identify a suitable play structure that meets the needs of the students and is designed to Division of State Architect (DSA) standards.

DCA solicited bids from three vendors. SPEC provided the best combination of product features, price and timeline to deliver and install. This bid process and resulting agreement are brought forward under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) guidelines, which permit the District to follow an informal bid process and negotiate an agreement with the vendor providing the best value to the District for projects up to \$50,000.

DETAILS: Turnkey installation of one new play structure at Albany Middle School Annex. Services will be provided on a lump-sum cost basis and shall include: turnkey installation of one Berliner IKO M play structure, including freight, handling, installation on existing 4" slab, protective safety surfacing installation, prevailing wages, reporting to the Department of Industrial Relations. It is anticipated the unit will be installed 6-8 weeks after a written notice to proceed is issued.

FINANCIAL INFORMATION: \$43,189 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 Agreement with Yosso Group, Inc., DBA: Specified Play Equipment Co. (SPEC) for installation of one new play structure at Albany Middle School Annex.

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

This agreement is hereby entered into this 26th day of June, 2019, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT", and Yosso Group Inc. DBA Specified Play Equipment Co., hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

Contractor Address:

<u>121 #1 Industrial Road,</u>	<u>Belmont</u>	<u>CA</u>	<u>94002</u>
STREET ADDRESS	CITY	STATE	ZIP

Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"): Turnkey Installation of one Berliner IKO M play structure, including freight, handling, installation on existing 4" slab, protective safety surfacing installation, prevailing wages, reporting to Department of Industrial Relations.

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-Three Thousand One Hundred Eighty-Nine Dollars (\$43,189.00). 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 \$43,189.00.
- 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.

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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.
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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

CONTRACTOR:

**Yosso Group Inc,
DBA Specified Play Equipment Co.**

By: _____
Name:
Title:

By: _____
Name:
Title:

Address for District Notices:

Albany Unified School District
819 Bancroft Way,
Berkeley, CA 94710

Address for Contractor Notices:

Yosso Group Inc
DBA Specified Play Equipment Co.
121 #1 Industrial Road
Belmont, CA 94002

Date of Board Approval: _____

IKO

Small Footprint. Huge Play Value.



In stock today,
ready to ship
tomorrow!

All-round Play Value can be that simple: IKO

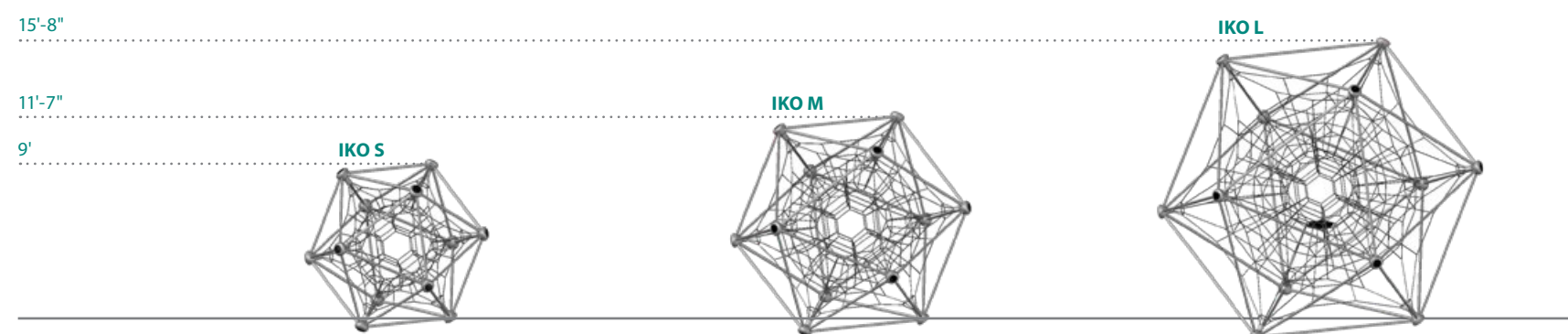
Let IKO be the highlight of your playground. This investment involves no major planning, delivery is fast and installation straightforward. All tension points are based around a central onepoint tension system to ensure that no technical connecting elements or rope loops are located in the play space.

IKO is unbeatable in terms of play value: Swinging, seesawing, climbing and rocking – this is fun, excitement and adventure combined.

IKO complies with the safety standard for playground equipment (ASTM F1487) and is certified by the TÜV Product Service.

Our IKOs offer maximum climbing fun in three different sizes based on an Icosahedron. The large colorful spatial net offers plenty of room on a small footprint.

1 Three different Sizes



IKO S

70.100.123

(m) 3,3 x 2,9 x 2,8
('-") 10-10 x 9-6 x 9-0

EN 1176 (m) 6,5 x 6,3
ASTM/CSA(m) 7,0 x 6,6
ASTM/CSA ('-") 22-10 x 21-6

EN 1176 (m) 1,67
ASTM/CSA ('-") 6-0

2-12



IKO M

70.100.135

(m) 4,3 x 3,8 x 3,6
('-") 14-1 x 12-4 x 11-7

EN 1176 (m) 7,8 x 7,8
ASTM/CSA(m) 8,0 x 7,4
ASTM/CSA ('-") 26-1 x 24-4

EN 1176 (m) 2,17
ASTM/CSA ('-") 7-2

5-12



IKO L

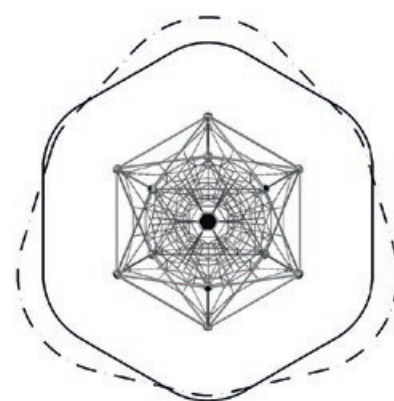
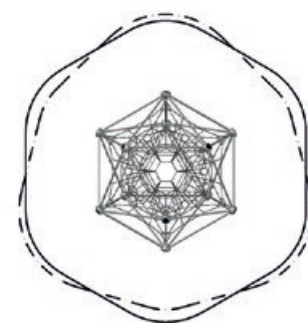
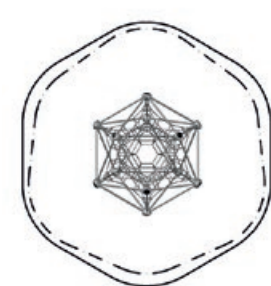
70.100.147

(m) 5,8 x 5,1 x 4,8
('-") 19-1 x 16-7 x 15-8

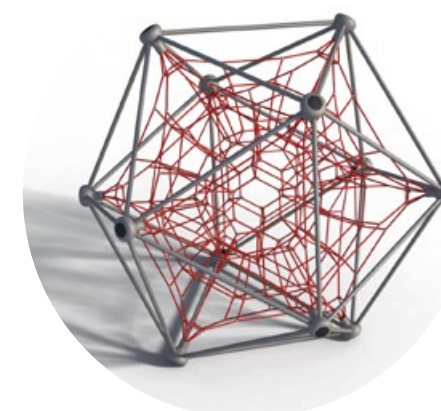
EN 1176 (m) 10,0 x 10,1
ASTM/CSA(m) 9,5 x 8,8
ASTM/CSA ('-") 31-1 x 28-7

EN 1176 (m) 2,94
ASTM/CSA ('-") 9-8

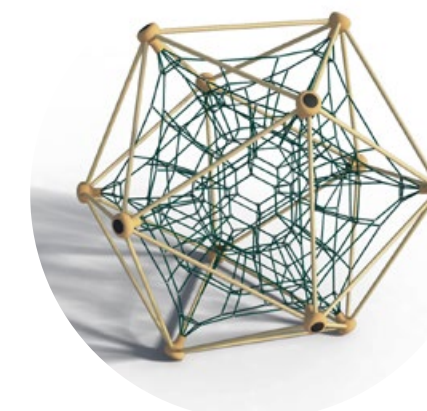
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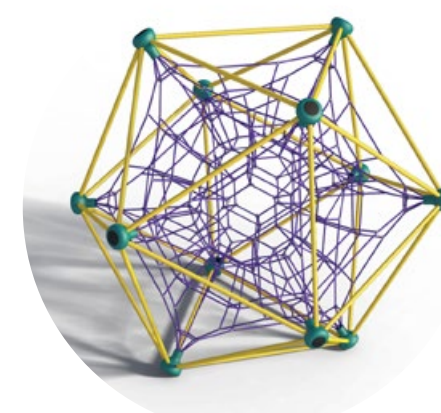
2 Choose one of our favorite color themes.



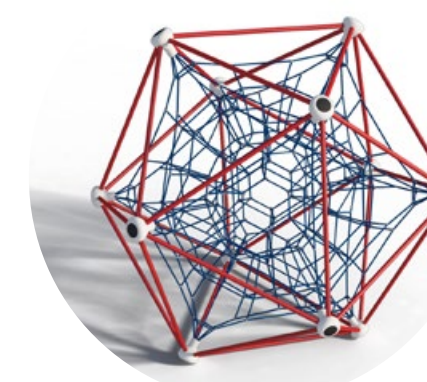
Classic



Nature



Modern



US Special*

IKO offers

- Highest quality – Made in the US and Germany
- Maximum safety
- 10 year warranty
- Various colors available
- Available in 3 different sizes
- For longevity, Berliner Cloverleaf Ring allows to replace single rope sections
- Straightforward installation
- Lower price point
- No concrete foundation necessary
- Great climbing fun on a small footprint
- Maximum internal volume offering greater play capacity
- Short lead time

Feel free to mix the colors of the different themes.

* US Special only available with the IKO M.




Berliner

Berliner Seilfabrik
Play Equipment Corporation
96 Brookfield Oaks Drive
Suite 140
Greenville, SC 29607

T + 1 864 627 1092
F + 1 864 627 1178

info@berliner-playequipment.com
www.berliner-playequipment.com



**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **AGREEMENT WITH MERCOZA FOR CURB STRIPING, SIGNAGE AND CONSTRUCTION OF ONE NEW ADA PARKING SPACE AT ALBANY MIDDLE SCHOOL**

PREPARED BY: **VAL WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve the Agreement with Mercoza for curb striping, signage and construction of one new ADA parking space at Albany Middle School.

BACKGROUND INFORMATION: As the Albany Middle School Annex project is nearing completion, the District has been working with the City of Albany to recommend additional public improvements to facilitate a safe and efficient student drop-off and pick-up. The recommended improvements take into account that, in addition to Albany Middle School students, there will be elementary students housed at the Annex and dropped-off and picked-up in the same vicinity.

The District's Program Manager (DCA) worked with District personnel, Albany Middle School Principal, the Ocean View Elementary School Principal and City of Albany Officials to develop the recommended public improvements, which consist of re-striping certain curbs to designate these as "loading/unloading" areas, adding/updating parking signs, constructing a new ADA parking space, and relocating one City tree. All work will be done to City of Albany standards. DCA solicited bids from three vendors. Mercoza provided the best combination of scope, price and timeline to complete the work. This bid process and the resulting agreement are brought forward under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) guidelines, which permit the District to follow an informal bid process and negotiate an agreement with the vendor providing the best value to the District for projects up to \$50,000.

DETAILS:

Curb striping, signage and construction of one new ADA parking space at Albany Middle School.

Services will be provided on a lump-sum cost basis and shall include:

Contractor to provide all labor, materials, equipment, demolition, traffic control & safety, and secure appropriate permits per City of Albany standards to carry out curb striping & signage for student loading/unloading zones and construct (1) ADA parking space in the front of Albany Middle School. All work to meet City of Albany requirements. Contractor to include the following:

- Traffic Control w/ Plans
- Permit Submittal/Fees
- ADA Curb Ramp
- A/C Conform
- Curb & Gutter
- Saw Cutting & Demolition
- New Signs/Posts
- Move Posts/New Signs
- New ISA Sign/Post
- Crosshatch w/ No Parking
- Painting of Curbs – White
- Painting of Curbs – Blue
- Painting of Curbs – Red
- Tree Removal/ 2' Stump Grind
- Furnish 15 Gallon Tree
- 1'6" Valley Gutter

FINANCIAL INFORMATION: \$27,565 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 Agreement with Mercoza for curb striping, signage and construction of one new ADA parking space at Albany Middle School.

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

This agreement is hereby entered into this 26th Day of June, 2019, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT", and Mercoza hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

Contractor Address:

<u>1111 Boradway, Suite 300</u>	<u>Oakland</u>	<u>CA</u>	<u>94607</u>
STREET ADDRESS	CITY	STATE	ZIP

Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"): Albany Middle School curb striping and signage for student loading/unloading zones & construction of (1) ADA parking space per Caltrans details in accordance with Exhibit A, attached herein.

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 Twenty-Seven Thousand, Five Hundred Sixty-Five Dollars (\$27,565.00). DISTRICT shall pay CONTRACTOR

according to the following terms and conditions:

- 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 \$27,565.00
- 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

AUSD – AMS Curb Striping & ADA Parking

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 WHEREOFF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

CONTRACTOR:

ALBANY UNIFIED SCHOOL DISTRICT

MERCOZA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for District Notices:

Address for District Notices:

Albany Unified School District
819 Bancroft Way,
Berkeley, CA 94710

Mercoza
P.O. Box 110283
Campbell, CA 95011

Date of Board Approval: _____

Exhibit “A”**Scope of Work:**

Contractor to provide all labor, materials, equipment, demolition, traffic control & safety, and secure appropriate permits per City of Albany standards to carry out curb striping & signage for student loading/unloading zones and construct (1) ADA parking space in the front of Albany Middle School. All work to meet City of Albany requirements. Contractor to include the following:

- Traffic Control w/ Plans
- Permit Submittal/Fees
- ADA Curb Ramp
- A/C Conform
- Curb & Gutter
- Saw Cutting & Demolition
- New Signs/Posts
- Move Posts/New Signs
- New ISA Sign/Post
- Crosshatch w/ No Parking
- Painting of Curbs – White
- Painting of Curbs – Blue
- Painting of Curbs – Red
- Tree Removal/ 2’ Stump Grind
- Furnish 15 Gallon Tree
- 1’6” Valley Gutter

Signage and striping for student loading/unloading zones to be completed per plan in Exhibit “B”. ADA Parking space to be complaint with California Department of Transportation Revised Standard Plan A90B attached in Exhibit “C”. Sings for student loading/unloading zones be furnished as specified in Exhibit “D”.

Exhibit "B"

Curb Striping & Signage Plan for Student Loading/Unloading Zones

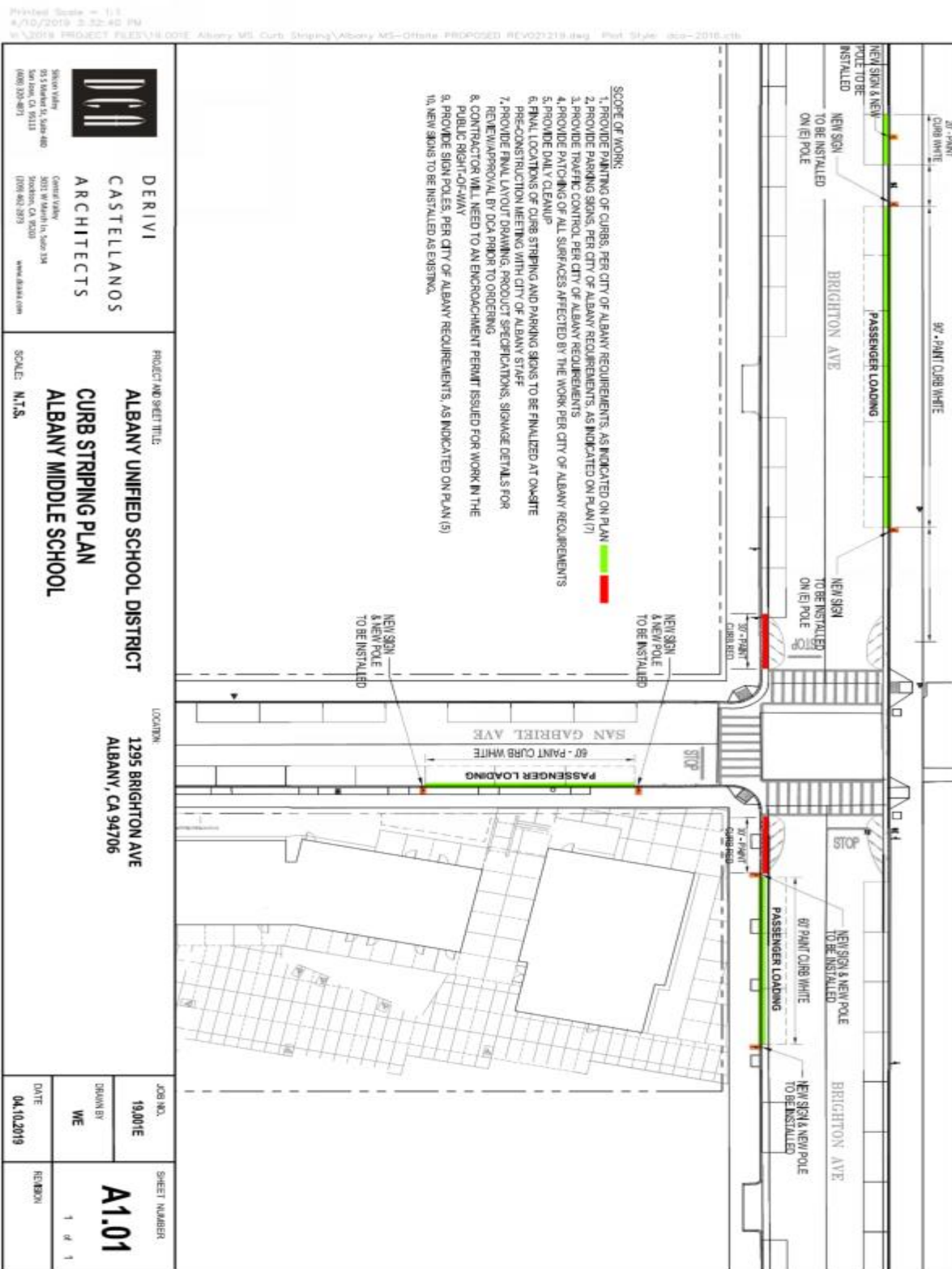
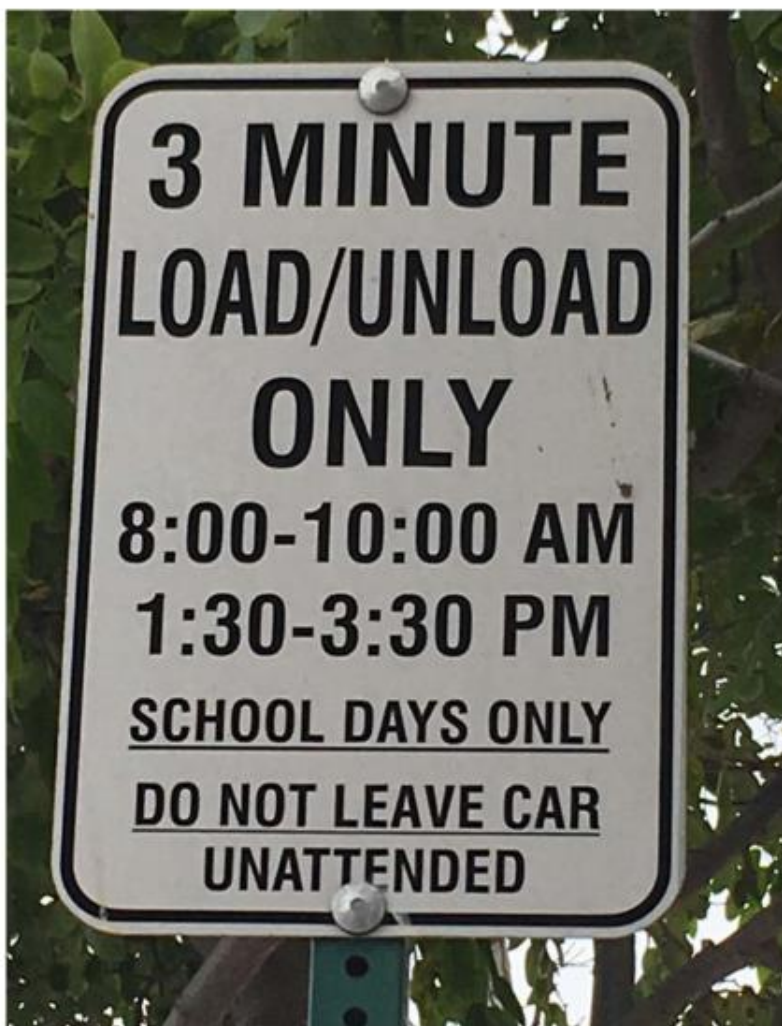


Exhibit “D”Albany Middle School Loading/Unloading Parking Sign

With hours as follows:

7:30-9:30 AM

1:30-4:00 PM

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: AGREEMENT WITH UNITED FENCE SERVICES FOR INSTALLATION OF PERIMETER FENCING AT KINDERGARTEN PLAY AREA AT CORNELL ELEMENTARY SCHOOL

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To review and approve Agreement with United Fence Services for installation of perimeter fencing at Kindergarten play area at Cornell Elementary.

BACKGROUND INFORMATION: In order to improve the safety and security of Kindergarten students at Cornell Elementary, the District wishes to install perimeter fencing at the existing Kindergarten play area at the front of the school along Talbot Avenue. The proposed fencing will be installed on top of the existing concrete/CMU wall, creating an enclosure that is six feet tall. Additionally, a gate will be installed with code-compliant panic hardware for exiting the area.

The District's Program Manager (DCA) met with District personnel and the Cornell Principal to ensure the proposed fencing is appropriate and meets the intended functional requirements. DCA solicited a bid from United Fence Services, who was the previous low bidder on the fencing work being done at Albany Middle School Annex. This bid process and resulting agreement are brought forward under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) guidelines, which permit the District to follow an informal bid process and negotiate an agreement with the vendor providing the best value to the District for projects up to \$50,000.

DETAILS: Installation of perimeter fencing at Kindergarten play area at Cornell Elementary.

Services will be provided on a lump-sum cost basis and shall include:

Supply and install approximately 115' of 2' tall iron fencing along the top of the existing concrete/CMU wall.

- Posts will be 2" x 2" x 11 GA, set with caps on flange plates on the inside of the concrete wall.
- Top and bottom rails will be 1-1/2" x 1-1/2" x 11 GA, along the top and bottom of the fence line.
- Picket bars will be 3/4" x 3/4" x 16 GA, fully welded to the rails.
- Picket bars will be welded 4" on center.
- Fence panels will be attached to the posts with mounting brackets.

- Mounting brackets will be attached to the posts with tek screws.
- Fence system will be powder coated black semi-gloss.
- All work to be fully code-compliant

Supply and install one (1) iron pedestrian gate approximately 4' wide by 6' tall to match iron fence style.

- Posts will be 3" x 3" x 11 GA, set with caps on flange plates.
- Perimeter gate frame will be 1-1/2" x 1-1/2" x 14 GA, fully welded.
- Picket bars will be 3/4" x 3/4" x 16 Ga, fully welded to the rails.
- Picket bars will be welded 4" on center.
- Gate will include a pair of heavy duty hinges.
- Gate will include a panic bar on the inside of the gate.
- Gate will include expanded metal covering the gate opening.
- Gate will include a pull trim on the outside part of the gate with key'd cylinder.
- Gate will be powder coated black semi-gloss.
- All work to be fully code-compliant

All work to be completed by July 31, 2019.

FINANCIAL INFORMATION: \$9,900 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.

<p>RECOMMENDATION: To review and approve Agreement with United Fence Services for installation of perimeter fencing at Kindergarten play area at Cornell Elementary.</p>

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

This agreement is hereby entered into this 26th Day of June, 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:

<u>5491 W F Street</u>	<u>Tracy</u>	<u>CA</u>	<u>95304</u>
STREET ADDRESS	CITY	STATE	ZIP

Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"): Cornell Elementary School kindergarten play area perimeter fence in accordance with Exhibit A, attached herein.

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 Nine Thousand, Nine Hundred Dollars (\$9,900.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- 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 \$9,900.00
 - 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 WHEREOFF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

CONTRACTOR:

ALBANY UNIFIED SCHOOL DISTRICT

UNITED FENCE SERVICES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for District Notices:

Address for District Notices:

Albany Unified School District
819 Bancroft Way,
Berkeley, CA 94710

United Fence Services
5491 W F Street
Tracy, CA 95304

Date of Board Approval: _____

Exhibit “A”

Scope of Work:

Contractor to provide all materials, hardware, equipment and labor to supply and install a new standard ornamental iron perimeter fence on top of existing concrete retaining wall at Cornell Elementary School. Contractor will also need to provide a code compliant pedestrian gate with panic bar hardware.

Iron Fence

Supply and install approximately 115' of 2' tall iron fencing along the top of the existing concrete/CMU wall.

- Posts will be 2" x 2" x 11 GA, set with caps on flange plates on the inside of the concrete wall.
- Top and bottom rails will be 1-1/2" x 1-1/2" x 11 GA, along the top and bottom of the fence line.
- Picket bars will be 3/4" x 3/4" x 16 GA, fully welded to the rails.
- Picket bars will be welded 4" on center.
- Fence panels will be attached to the posts with mounting brackets.
- Mounting brackets will be attached to the posts with tek screws.
- Fence system will be powder coated black semi-gloss.
- All work to be fully code-compliant

Pedestrian Gate

Supply and install one (1) iron pedestrian gate approximately 4' wide by 6' tall to match iron fence style.

- Posts will be 3" x 3" x 11 GA, set with caps on flange plates.
- Perimeter gate frame will be 1-1/2" x 1-1/2" x 14 GA, fully welded.
- Picket bars will be 3/4" x 3/4" x 16 Ga, fully welded to the rails.
- Picket bars will be welded 4" on center.
- Gate will include a pair of heavy duty hinges.
- Gate will include a panic bar on the inside of the gate.
- Gate will include expanded metal covering the gate opening.
- Gate will include a pull trim on the outside part of the gate with key'd cylinder.
- Gate will be powder coated black semi-gloss.
- All work to be fully code-compliant

Schedule

All work to be complete by July 31, 2019.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **PIGGYBACK CONTRACT WITH D&D SECURITY RESOURCES, INC. FOR 21ST-CENTURY FURNITURE FOR SEVEN TEMPORARY ELEMENTARY CLASSROOMS AT THE ALBANY MIDDLE SCHOOL ANNEX.**

PREPARED BY: **VAL WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve the Piggyback Contract with D&D Security Resources, Inc. (D&D) for 21st-Century Furniture for seven temporary elementary classrooms at Albany Middle School Annex.

BACKGROUND INFORMATION: As part of the District's temporary housing strategy to facilitate the re-construction of Ocean View Elementary and Marin Elementary, elementary students will be temporarily housed in seven classrooms at the new Albany Middle School Annex. Concurrent with the planning and design process for the re-construction of Ocean View, the District's Program Manager (DCA) has been working with Ocean View staff to pilot, evaluate, specify, and procure a 21st-Century furniture package for seven classrooms at Albany Middle School Annex.

DCA engaged with three different furniture vendors for pricing and delivery quotes. Based on that process, DCA is recommending the Piggyback method to procure the furniture package from D&D, which will provide the best price and delivery schedule to the District. The Piggyback method, permitted by Public Contract Code Section 20118, allows the District to procure materials, supplies, or equipment by "piggybacking" on another public entity's competitive procurement and contract. In this case, D&D holds a nationally recognized piggyback bid, which will be referenced for this purchase. A copy of the quote provided by D&D is attached for reference.

DETAILS: Procurement of 21st-Century Furniture for seven temporary elementary classrooms at Albany Middle School Annex. The District solicited pricing and delivery quotes from three vendors. D&D provided the best price and delivery schedule to the District.

FINANCIAL INFORMATION: \$47,876.30 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 Piggyback Contract with D&D Security Resources, Inc. (D&D) for 21st-Century Furniture for seven temporary elementary classrooms at the Albany Middle School Annex.



800-453-4195
Fax 866-950-8229



QUOTATION # AAAQ18955

Date
06/03/19

Sold To: Ocean View Elementary School

1000 Jackson Street
Albany, CA 94706

Terry Georgeson
Phone: (510) 558-3600
Fax:

Ship To: Ocean View Elementary School

Specify Address on Purchase Order

601 San Gabriel
Albany, CA 94706

Phone: (510) 558-3600
Fax:

Here is the quote you requested.

Terms	P.O. Number	Ship Via	Rep: Dean H. Smith
Net 30 Days		Truck	925-297-4865
Valid Through:	September 30, 2019		Dean@ddsecurity.com

Line	Qty	Part #	List Price	Discounted Price	Extended Price	Taxable
1		GRADE 1 CLASSROOMS				
2	72	VS-31400 PantoSwing Chair, Size: Yellow Dot (35cm), Color: Dark Blue/Artic	\$119.50	\$83.65	\$6,022.80	Y
3	18	VS-3825 Hokki Stool, Size: Red Dot (38cm) Color: Light Blue	\$103.50	\$72.45	\$1,304.10	Y
4	18	VS-A2509 Flip Table, Height Adjustable, Color:Maple/Artic	\$695.00	\$486.50	\$8,757.00	Y
5	6	VS-1426 TriTable, Size: White (40cm), Color:Maple/Artic	\$284.00	\$198.80	\$1,192.80	Y
6		GRADE 2 CLASSROOMS				
7	72	VS-31400 PantoSwing Chair, Size: Red Dot (38cm), Color: Dark Blue/Artic	\$119.50	\$83.65	\$6,022.80	Y
8	18	VS-3825 Hokki Stool, Size: Blue Dot (46cm) Color: Purple	\$115.00	\$80.50	\$1,449.00	Y

All product shipped to and received by a customer location must be examined within 60 days of receipt for shipping damage (both obvious or concealed) to receive no charge replacement. Any freight damage (obvious or concealed) discovered after 60 days will be the financial responsibility of the recipient. Report all freight damage to D&D at 800-453-4195 within 60 days of receipt. Please view our Terms & Conditions at: <http://bit.ly/29XIZWg>

AAAQ18955
D&D Security Resources, Inc. (Remit to)
P.O. Box 1086
Concord, CA 94522

Inside Sales Department
Toll Free: 800-453-4195
info@ddsecurity.com

Line	Qty	Part #	List Price	Discounted Price	Extended Price	Taxable
9	15	VS-A2509 Flip Table, Height Adjustable, Color: Maple/Artic	\$695.00	\$486.50	\$7,297.50	Y
10	12	VS-1426 TriTable, Size: Adjustable(59-82 cm), Color: Maple/Artic, Set at 64cm	\$441.00	\$308.70	\$3,704.40	Y
11	1	VS-21094 LiteTable-ST, Size: Red Dot (64cm), Color: Maple/Artic	\$299.00	\$209.30	\$209.30	Y
12		COMBINATION 1+2				
13	12	VS-31400 PantoSwing Chair, Size: Yellow Dot (35cm), Color: Dark Blue/Artic	\$119.50	\$83.65	\$1,003.80	Y
14	12	VS-31400 PantoSwing Chair, Size: Red Dot (38cm), Color: Dark Blue/Artic	\$119.50	\$83.65	\$1,003.80	Y
15	6	VS-A2509 Flip Table, Height Adjustable, Color:Maple/Artic	\$695.00	\$486.50	\$2,919.00	Y
16	3	VS-3825 Hokki Stool, Size: Red Dot (38cm) Color: Light Blue	\$103.50	\$72.45	\$217.35	Y
17	3	VS-3825 Hokki Stool, Size: Blue Dot (46cm) Color: Purple	\$115.00	\$80.50	\$241.50	Y
18	1	IL1 Integration, Receiving and Delivery/Set in Place	\$6,000.00	\$2,500.00	\$2,500.00	N

Notes:

SPECIAL DISCOUNT
NATIONAL IPA CONTRACT
20% OFF MSRP
FREE SHIPPING

Shipping Notes:

SCOPE OF SERVICES

1. Receive items, stock and inventory
2. Inspect items
3. Coordinate with factory all warranty items
4. Deliver and set in place to site
5. Includes off hours or on weekends
6. D&D to do best effort to accommodate the schedule of client to not disturb classes and make a smooth transition
7. Remove all trash, debris and recycle
8. No overtime or other charges will be assessed

SubTotal	\$43,845.15
Sales Tax at 9.750%	\$4,031.15
Shipping	\$0.00
Total Quotation	\$47,876.30

Quotation #: AAAQ18955

Created By: Dean H. Smith

925-297-4865

Dean@ddsecurity.com

All product shipped to and received by a customer location must be examined within 60 days of receipt for shipping damage (both obvious or concealed) to receive no charge replacement. Any freight damage (obvious or concealed) discovered after 60 days will be the financial responsibility of the recipient. Report all freight damage to D&D at 800-453-4195 within 60 days of receipt. Please view our Terms & Conditions at: <http://bit.ly/29XIZWg>

AAAQ18955

D&D Security Resources, Inc. (Remit to)
P.O. Box 1086
Concord, CA 94522

Inside Sales Department
Toll Free: 800-453-4195
info@ddsecurity.com

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **AGREEMENT WITH DONALD C. URFER & ASSOC. INC. FOR
STRUCTURAL ASSESSMENT OF RETAINING WALL AT MARIN
ELEMENTARY SCHOOL**

PREPARED BY: **VAL WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve Agreement with Donald C. Urfer & Assoc. Inc. for structural assessment of retaining wall at Marin Elementary School.

BACKGROUND INFORMATION: As part of the planning and due diligence related to the Marin Elementary School Re-build Project, the District wishes to undertake an assessment of the existing retaining wall along Curtis Street. This assessment will inform the project team in regards to the wall's current structural integrity; it will also reveal whether any repairs are necessary, associated costs and schedule impacts, if any. If repairs are necessary, they would be completed concurrent with the construction of the new school. As part of the Design-Build delivery process, the structural assessment and recommendations will be provided to the Design-Build teams competing for award of the project. Ultimately, any structural work required for the wall will be determined by the selected Design-Build team.

DETAILS: Structural assessment of retaining wall at Marin Elementary School.

Services will be provided on a time-and-materials basis and shall include:

(1) Visit site to visually observe the existing wall conditions, (2) Review existing drawings that may be made available, (3) Prepare preliminary wall repair design, including sketches, (4) Prepare final structural calculations for wall repair, (5) Prepare final structural drawings sufficiently detailed for competitive bidding and proper construction of primary structural system, (6) Assist in obtaining approval of structural parts of the project, (7) additional services as requested by District's Program Manager

FINANCIAL INFORMATION: \$7,500 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 Agreement with Donald C. Urfer & Assoc. Inc. for structural assessment of retaining wall at Marin Elementary School.

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

This agreement is hereby entered into this 26th Day of June, 2019, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT", and Donal C. Urfer & Assoc. Inc., hereinafter referred to as 'CONTRACTOR.'" DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

Contractor Address:
7715 Porter Street, Soquel, CA 95073

Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"), as directed by District's Program Manager: (1) Visit site to visually observe the existing wall conditions, (2) Review existing drawings that may be made available, (3) Prepare preliminary wall repair design, including sketches, (4) Prepare final structural calculations for wall repair, (5) Prepare final structural drawings sufficiently detailed for competitive bidding and proper construction of primary structural system, (6) Assist in obtaining approval of structural parts of the project, (7) additional services as requested by District's Program Manager.

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: Seven Thousand Five Hundred Dollars (\$7,500.00), to be billed on a time-and-materials basis. DISTRICT shall pay CONTRACTOR, for only work directed by District’s Program Manager, according to the following terms and conditions:

5. Such compensation shall be based on:

X Hourly rates as follows:

Principal Engineer	\$170.00
Senior Structural Engineer	\$160.00
Structural Engineer	\$140.00
Senior Draftsperson	\$100.00
Draftsperson	\$70.00

Payment method shall be:

Upon Completion

Date of Service

Other (Specify): Invoiced monthly

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.

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

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

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

[Attach and sign additional pages, as needed]

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

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

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 WHEREOFF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

CONTRACTOR:

ALBANY UNIFIED SCHOOL DISTRICT

DONALD C. URFER & ASSOC. INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for District Notices:

Address for District Notices:

Albany Unified School District
819 Bancroft Way,
Berkeley, CA 94710

Donald C. Urfer & Assoc. Inc.
2715 Porter Street
Soquel, CA 95073

Date of Board Approval: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: **AMENDMENT TO 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 Amendment to 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 engaged with neighbors to discuss the installation of a new fence. The District also discussed installation of this fence with the City of Albany. From these discussions, the District recommended the installation of a twelve-foot-tall residential style wood fence along the Eastern property line. The Board of Education approved this contract on May 28, 2019. Based on further discussions with one neighbor who lives on the south side of the AMS Annex property and who expressed privacy concerns, Staff is recommending that the existing chain link fence along the south property be increased in height by two feet. Additionally, privacy slats will be added to this section of existing fence.

Further, there is approximately 80 feet of 6 ft tall fencing along the top of the existing 12 foot chain link fence along the east property line that is leaning and needs to be removed.

This Amendment will add the proposed work to the existing Agreement with United Fence Services, Inc.

DETAILS: Amendment to agreement with United Fence Services, Inc. for installation of a new neighbor fence at Albany Middle School Annex.

Services will be provided on a lump-sum cost basis and shall include:

- Extend approximately 50 feet of 12 foot tall chain link fencing along the south property line to make the existing fence 2 feet taller
- Add 95% privacy slats to two ten foot sections of fence

- Cut off and remove approximately 80 feet of 6 foot tall fencing along the top of the existing 12 foot chain link fencing along the east property line, existing fence will remain at 6 foot tall

FINANCIAL INFORMATION: Original Contract Amount: \$42,600.00 (Approved on May 28, 2019)
Amendment Amount: \$13,750.00
Revised Contract Amount: \$56,350.00

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: To review and approve Amendment to Agreement with United Fence Services, Inc. for installation of a new neighbor fence at Albany Middle School Annex.

**AMENDMENT TO INDEPENDENT CONTRACTOR SERVICES AGREEMENT
FOR THE ALBANY MIDDLE SCHOOL ANNEX NEW NEIGHBOR FENCE PROJECT
BY AND BETWEEN ALBANY UNIFIED SCHOOL DISTRICT (“DISTRICT”)
AND UNITED FENCE SERVICES, INC. (“CONTRACTOR”)**

The Agreement between Albany Unified School District (“District”) and United Fence Services, Inc. (“Contractor”) shall be amended as follows:

Contractor Services:

Extend approximately 50 feet of 12 foot tall chain link fencing along the south property line to make the existing fence 2 feet taller; add 95% privacy slats to two ten foot sections of fence; cut off and remove approximately 80 feet of 6 foot tall fencing along the top of the existing 12 foot chain link fencing along the east property line, existing fence will remain at 6 foot tall

Compensation:

Extend fence along south property line by 2 feet, add privacy slats	\$9,250.00 (lump sum)
Cut off, remove 6 foot tall fencing along east property line	\$4,500.00 (lump sum)

Timeline:

No changes to timeline are proposed by the Amendment.

Amendment Total:	\$13,750.00
Original Contract Amount:	\$42,600.00
Revised Contract Amount:	\$56,350.00

CONTRACTOR:

United Fence Services, Inc.

By:

Its:

Date:

DISTRICT:

Albany Unified School District

By:

Its:

Date:

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 25, 2019

ITEM: INDEPENDENT CONTRACTOR AGREEMENT WITH ALLANA BUICK & BERS FOR INVESTIGATION OF WATER INTRUSION AT THE ALBANY HIGH SCHOOL GYMNASIUM

PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To review and approve Agreement with Allana Buick & Bers for investigation of water intrusion at the Albany High School Gymnasium.

BACKGROUND INFORMATION: Over the past year, several incidents of apparent water intrusion in the Albany High School Gymnasium have been reported to District Staff. The apparent water intrusion results in a large section of the gymnasium wood floor “swelling up,” approximately 2 feet wide by 40 feet long and swelling 6-10 inches off the floor level. This swelling of the floor limits the use of the gym, including not being able to deploy the bleacher seats along the southern wall. Based on preliminary discussions with Albany High School Staff, it has been reported that the water may be entering the building from a roof gutter, windows, doors, subsurface water and possibly a ruptured water pipe. The water intrusion and swelling of the floor tends to occur during rainy periods.

The District’s Program Manager (DCA) has conducted a preliminary review of the water intrusion issue and recommended that a water intrusion expert be brought in to help find a permanent solution to this recurring issue. DCA solicited proposals for a technical investigation of the water intrusion issue from four specialty firms. Two firms declined to submit a proposal. Of the two proposals received, DCA is recommending Allana Buick and Bers based on the best scope of services, price and timeline for deliverables. The deliverables from this Agreement will include recommended measures to address the water intrusion issue permanently.

DETAILS: Investigation of water intrusion at the Albany High School Gymnasium.

Services will be provided on a time-and-materials basis and shall include:

Preliminary Visual Investigation and Report

- a) Contractor to receive and review available record drawings, specifications, submittals, shop drawings, prior investigative reports and other relevant documentation to provide staff with an understanding of the existing building construction and the water intrusion issues.

- b) Meet briefly via teleconference with the District staff to discuss reported issues and coordinate for our site visit.
 - i. Contractor to include up to two (2) hours for a report review meeting.
- c) Conduct a one (1) day site visit to visually assess and document existing conditions of the gym floor and wall systems described. Observations will be documented with field notes and photos, which will be the basis for the assessment report. Assessment to include the following:
 - i. Visually assess and document the swelled areas on the gym floor and other related locations of concern such as the south wall.
 - ii. DCA to coordinate with the District and provide all necessary arrangements, coordination, access, and permission for contractor to provide assessment of the requested locations.
 - iii. Contractor to include a Consultant on-site for up to eight (8) hours to complete observations, inclusive of travel.
- d) Upon completion of visual investigation, contractor to prepare a Preliminary Assessment Report. The report will include field observations, preliminary recommendations for remedial repair, and identify additional investigation or testing if necessary to verify/resolve underlying or hidden conditions. Report will be provided to DCA in electronic (PDF) format.
- e) Meet with DCA on one (1) occasion via teleconference to review the report, answer questions, and discuss next steps.
 - i. Contractor to include up to two (2) hours for a report review meeting.

FINANCIAL INFORMATION: \$7,500 General 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.*

<p>RECOMMENDATION: To review and approve Agreement with Allana Buick & Bers for investigation of water intrusion at the Albany High School Gymnasium.</p>
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**ALBANY UNIFIED SCHOOL
DISTRICT INDEPENDENT CONTRACTOR
SERVICES AGREEMENT**

This agreement is hereby entered into this 26th day of June, 2019, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as “DISTRICT”, and Allana Buick & Bers, Inc. hereinafter referred to as ‘CONTRACTOR.’ DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

Contractor Address:

<u>990 Commercial Street</u>	<u>Palo Alto</u>	<u>CA</u>	<u>94303</u>
STREET ADDRESS	CITY	STATE	ZIP

Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"): Albany High School Gymnasium water intrusion preliminary visual inspection and report in accordance with Exhibit A, attached herein.

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 Seven Thousand, Five Hundred Dollars (\$7,500.00), to be billed on a time-and-materials basis. DISTRICT shall pay

CONTRACTOR according to the following terms and conditions:

- 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 not-to-exceed amount of \$7,500.00, billed at standard hourly rates.
- Payment method shall be:
- Upon Completion
 - Date of Service
 - Other (Specify): Invoiced monthly

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 WHEREOFF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

CONTRACTOR:

ALBANY UNIFIED SCHOOL DISTRICT

ALLANA BUICK & BERS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for District Notices:

Address for District Notices:

Albany Unified School District
819 Bancroft Way,
Berkeley, CA 94710

Allana Buick & Bers
990 Commercial Street
Palo Alto, CA 94303

Date of Board Approval: _____

Exhibit “A”**Scope of Work:**

Contractor to provide preliminary visual investigation services and produce a report related to the water intrusion issue at the Albany High School Gymnasium. The visual assessment will focus on swelling areas of the gym floor, other related locations of concern and possible causes.

Preliminary Visual Investigation and Report

- a) Contractor to receive and review available record drawings, specifications, submittals, shop drawings, prior investigative reports and other relevant documentation to provide staff with an understanding of the existing building construction and the water intrusion issues.
- b) Meet briefly via teleconference with the District staff to discuss reported issues and coordinate for our site visit.
 - i. Contractor to include up to two (2) hours for a report review meeting.
- c) Conduct a one (1) day site visit to visually assess and document existing conditions of the gym floor and wall systems described. Observations will be documented with field notes and photos, which will be the basis for the assessment report. Assessment to include the following:
 - i. Visually assess and document the swelled areas on the gym floor and other related locations of concern such as the south wall.
 - ii. DCA to coordinate with the District and provide all necessary arrangements, coordination, access, and permission for contractor to provide assessment of the requested locations.
 - iii. Contractor to include a Consultant on-site for up to eight (8) hours to complete observations, inclusive of travel.
- d) Upon completion of visual investigation, contractor to prepare a Preliminary Assessment Report. The report will include field observations, preliminary recommendations for remedial repair, and identify additional investigation or testing if necessary to verify/resolve underlying or hidden conditions. Report will be provided to DCA in electronic (PDF) format.
- e) Meet with DCA on one (1) occasion via teleconference to review the report, answer questions, and discuss next steps.
 - i. Contractor to include up to two (2) hours for a report review meeting.