

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

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

REGULAR MEETING

ALBANY CITY HALL

1000 San Pablo Ave., Albany, CA 94706

Tuesday, September 25, 2018

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

***Open Session: 7:00 p.m. - 9:10 p.m.**

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

AGENDA

<p style="text-align: center;">Meeting Norms</p> <ol style="list-style-type: none"> 1. Maintain a focus on what is best for our students. 2. Show respect (never dismiss/devalue others). 3. Be willing to compromise. 4. Disagree (when necessary) agreeably. 5. Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view. 6. Participate by building on the thoughts of a fellow Board member. 7. Make a commitment to open communication and honesty; no surprises. 8. Commit the time necessary to govern effectively. 9. Be collaborative. 10. Maintain confidentiality (which leads to the building of trust). 11. Look upon history as lessons learned; focus on the present and the future. <p style="text-align: center;">All meetings are videotaped. (To view the videos, visit www.ausdk12.org)</p>	<div style="display: flex; justify-content: space-between;"> <div> <p>I. OPENING BUSINESS</p> <p>A) CALL TO ORDER</p> <p>B) ROLL CALL</p> <p>C) IDENTIFY CLOSED SESSION PURSUANT TO AGENDA SECTION III BELOW</p> <p>II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS</p> <p><i>General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.</i></p> <p>III. CLOSED SESSION</p> <p>With Respect to Every Item of Business To Be Discussed In Closed Session:</p> <p>A) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation (Gov. Code section 54956.9):</p> <ul style="list-style-type: none"> • Philip Shen, et al. v Albany Unified School District • C.E. v Albany Unified School District et. al. • Kaidong Chen v Albany Unified School District <p>B) PURSUANT TO GOV. CODE SECTION 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (Superintendent Valerie Williams, District Representative), REGARDING NEGOTIATIONS AS IT PERTAINS TO:</p> <ul style="list-style-type: none"> • Albany Teachers Association (ATA) <p>C) PUBLIC EMPLOYEE PERFORMANCE EVALUATION- (Gov. Code Section 54957):</p> <ul style="list-style-type: none"> • Superintendent </div> <div style="text-align: right;"> <p>6:00 p.m.</p> <p>6:05 p.m.</p> </div> </div>
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IV. OPEN SESSION**7:00 p.m.**

(10 mins.)

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

A) CALL TO ORDER (Reconvene to Open Session)**B) ROLL CALL****C) PLEDGE OF ALLEGIANCE****D) READING OF AUSD MISSION & VISION STATEMENT****E) REPORT OF ACTION TAKEN IN CLOSED SESSION****F) APPROVAL OF AGENDA****G) APPROVAL OF CONSENT CALENDAR**

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

1) Superintendent

a) Minutes of the August 14, 2018 Regular Board Meeting------(pg.5)

2) Human Resources

a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order------(pg.16)

3) Curriculum, Instruction, and Assessment

a) Overnight Field Trip: Albany High School All-Choir Spring Tour
to Anaheim, California------(pg.18)**H) BOARD AND SUPERINTENDENT REPORTS****7:10 p.m.**

(5 mins.)

I) STUDENT BOARD MEMBERS' REPORT**7:15 p.m.**

(5 mins.)

J) PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA**7:20 p.m.**

(5 mins.)

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

K) STAFF REPORTS**7:25 p.m.**

- 1) Superintendent
 - a) Update on Albany High School New Addition Construction------(pg.20)
(15 mins.)
- 2) Education Services
 - a) Ninth Grade Mathematics Enrollment Patterns------(pg.27)
(15 mins.)
- 3) Student Services
 - a) Enrollment Update -----(pg.37)
(10 mins.)

L) REVIEW AND DISCUSSION**8:10 p.m.**

- 1) Student Services
 - a) Albany Middle School Behavior Matrix------(pg.39)
(20 mins.)

M) REVIEW AND ACTION**8:30 p.m.**

- 1) Business Department
 - a) Albany Aquatic Center Fiscal Solvency Plan------(pg.45)
(15 mins.)
 - b) Weekday Custodial Fee for Facility Use for Non-AUSD Users------(pg.52)
(5 mins.)
- 2) Superintendent
 - a) Resolution No. 2018-19-04: In Support of City of Albany Resolution Declaring
November 11 – 17 as “No Hate Week” in Albany------(pg.54)
(5 mins.)
- 3) Special Education
 - a) Master Contract Between Albany Unified School District and Discovery Academy------(pg.57)
(5 mins.)
- 4) Human Resources
 - a) Provisional Internship Permit------(pg.107)
(5 mins.)

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD**9:05 p.m.**

(5 mins.)

V. ADJOURNMENT**9:10 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
October 9, 2018	7:00 - 9:30 p.m.	Albany City Hall
October 23, 2018	7:00 - 9:30 p.m.	Albany City Hall
November 13, 2018	7:00 - 9:30 p.m.	Cornell Elementary MultiPurpose Room

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

**MINUTES OF REGULAR MEETING
August 14, 2018**

**Albany City Hall
1000 San Pablo Ave., Albany, CA 94706**

I. OPENING BUSINESS

A) CALL TO ORDER

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

B) ROLL CALL

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

C) IDENTIFY CLOSED SESSION PURSUANT TO SECTION III BELOW

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS.

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

III. CLOSED SESSION: WITH RESPECT TO EVERY ITEM OF BUSINESS TO BE DISCUSSED IN CLOSED SESSION:

A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

- (Gov. Code Section 54957): Superintendent

IV. OPEN SESSION (reconvened)

A) CALL TO ORDER

President Black called the meeting to order at 7:35 p.m.

B) ROLL CALL

- 1. Board Members Present:** President Black, Vice President Stapleton-Gray, Board Member Blanchard, Board Member Clark, Board Member Trutane, Student Board Member Weinstein, and Student Board Member Mallah
- 2. Staff Present:** Superintendent Valerie Williams; Jackie Kim, Chief Business Official; Cheryl Cotton, Director, Human Resources; and Dax Kajiwarra, Director, Technology
- 3. Staff Excused:** Marie Williams, Director III, Curriculum, Instruction, and Assessment; Carrie Nerheim, Director I, Student Services; and Diane Marie, Director III, Special Education

C) PLEDGE OF ALLEGIANCE

D) READING OF AUSD MISSION & VISION STATEMENT

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.

E) REPORT OF ACTION TAKEN IN CLOSED SESSION

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

F) APPROVAL OF AGENDA

1. **Changes to Agenda:** Superintendent Williams requested to pull Item: J2e) *Independent Contractor Agreement with Rincon Consultants, Inc. for Environmental Review Services for the Ocean View School Construction Project*. This item is not quite ready for Board review and approval, and will be brought back to the Board at a later date.
2. **Motion:** President Black requested a motion to Approve with this change: *Albany Unified School District Board of Education Agenda for the August 14, 2018 Regular Meeting*. Motion by Board Member Clark; seconded by Vice President Stapleton-Gray. The motion passed unanimously.

G) APPROVAL OF CONSENT CALENDAR

1) Human Resources

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

2) Business Services

- a) Independent Contractor Agreement with YMCA of the East Bay for Active Supervision During Lunch Recess

3) Curriculum, Instruction, and Assessment

- a) Adoption of Literature Novels for Albany High School
- b) Adoption of Business Management Textbook for Albany High School
- c) Overnight Field Trip: Albany High School to Chamber Singers Retreat in Montara, CA

4) Student Services

- a) Quarterly Report on Williams Uniform Complaints

Having no discussion or comments on the Consent Calendar, President Black requested a motion.

Motion: Vice President Stapleton-Gray moved to Approve: *Consent Calendar*. Seconded by Board Member Blanchard. The motion passed unanimously.

H) BOARD AND SUPERINTENDENT REPORT

Superintendent Williams welcomed everyone to the 2018-19 school year, and the new Student Board Members Michaela Weinstein and Audrey Mallah. She also gave a shout out to all of the SEIU custodial and maintenance staff for all their work getting schools ready, as well as for everything they did to help the District Office move over the summer.

Board Member Trutane reported that she chaperoned the Albany High School bands trip to Germany and Austria this summer for 10 days. They played in Munich, Germany; Vienna, Austria; and in Salzburg, Austria, where they participated in a music festival at the [Salzburg Mozarteum](#). The musicians were fabulous and represented Albany very well.

She also reported that on the morning of August 14th, she attended a rally in Berkeley related to AUSD Board of Education Resolution 2017-18-19: California Schools & Local Communities Funding Act of 2018, which was passed by the AUSD Board on April 24, 2018. The rally was a celebration of the [Schools & Communities First](#) initiative to modify Proposition 13 to remove the exemption for commercial property. The initiative has received more than enough signatures to make it onto the 2020 ballot.

Since there was no Student Board Member Section on the Agenda for this meeting, President Black asked the new Student Board Members to introduce themselves to the Board and community.

Michaela Weinstein shared that she is a junior and is beginning her third year in Leadership at Albany High. She grew up in Albany, is very involved in student activism at the school, and co-founded an organization that provides education on social issues to younger students. She looks forward to enjoying serving on the School Board this year.

Audrey Mallah is a sophomore and in her first year in Leadership at Albany High. She's been in AUSD since Kindergarten, and is very excited to be part of the School Board this year.

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

A member of the community addressed the board to talk about school zone safety. He would also like AUSD to raise awareness on school safety. He advocates for more paid crossing guards and school zone signs on roads near schools. He mentioned that state grants may be available for the city to pay more crossing guards. President Black asked to agendaize this for Staff to look into. Board Member Blanchard seconded the motion and stated that if there are resources to pay for more crossing guards, he would like to know about them. Board Member Clark requested a Resolution regarding this, and President Black suggested first to have Staff research it and bring it to the Board for future action.

J) REVIEW AND ACTION

1) Superintendent

a) *Recognition of Albany Performing And Fine Arts Boosters As An AUSD Booster Organization And Authorization to Operate at the School*

Seth Galvarro, incorporator of the *Albany Performing And Fine Arts Boosters As An AUSD Booster Organization*, attended to answer any questions or concerns the Board may have. Members of the

Board expressed appreciation for all the work done by Seth and others in this group to get this organization going, and further recognized Seth (also President of the Albany Athletic Boosters) for his service to the community.

Motion: President Black requested a motion to Approve: *Recognition of Albany Performing And Fine Arts Boosters As An AUSD Booster Organization And Authorization to Operate at the School by Board* Motion by Board Member Trutane; seconded by: Board Member Blanchard. The motion passed unanimously.

2) Business Department

a) *Budget Advisory Committee*

Superintendent Williams presented information on the Budget Advisory Committee to the Board and ran through some of the history leading up to this committee, as stated in the backup document. Per the Maddy Act, we need to post for membership of this committee for 10 business days. The posting for the committee will go on the AUSD website and will be sent out to the community using our Concentric Circles.

Board Member Blanchard stated that the purpose of the committee should be changed because Staff and Board members should not be asking staff/members of the committee for recommendations on what to cut from the budget. He added that it is the Board's job to approve the budget, and the budget should reflect the priorities that the Board has established.

Board Member Trutane stated that she also would like the purpose of the committee to change. She would like the committee to provide more of an analysis on the impact of possible budget cuts. The Board discussed examples of the types of options/categories that the committee could consider.

Members of the community addressed the board requesting more community input, and asked for more opportunities to have conversations about the community's values and trade-offs regarding the budget, and asked for more time in which to do so.

Board Member Clark commented that the Board needs to hear what is important to people and to prioritize accordingly. The committee can help with this, and given the short timeframe, it is important to make this committee as effective as possible.

Vice President Stapleton-Gray commented that there are many opportunities for input from the community, and that Board meetings are not the only venue for these types of conversations. Board Member Blanchard also pointed out that since this is a Board-appointed committee, all meetings will be open to the public and allow for public comments, participation, and dialogue. It was also clarified that agendas for committee meetings will be posted 72 hours in advance, per the Brown Act, and information may go out to the public via e-trees, websites, and emails. The Superintendent will not be a voting member; her attendance will not count toward a quorum.

Seth Galvarro, Albany parent and community member, proposed creating potential revenue sources for the District, including a parcel tax for the 4,000 parcels in the City of Albany, and other avenues

such as SchoolCare or Albany Education Fund. President Black stated that he agreed the District and Board definitely need to be considering revenue sources in addition to cuts.

The Board discussed and agreed upon the following language change within the **DETAILS** section of *Budget Advisory Committee*:

2. Purpose of the committee: ~~Identify potential expenditure reductions to meet the School Board's goal to balance the budget and evaluate consequences (pros and cons) associated with each. Advise the Board on areas of the budget to be reduced to meet the Board's goal to balance the budget.~~

Motion: Board Member Blanchard made a motion to Approve: Budget Advisory Committee with the modified purpose of the committee as stated above. The motion was seconded by Board Member Trutane. The motion passed unanimously.

b) *Independent Contractor Agreement with CAS Inspections, Inc. for Inspector of Record Services for the Albany High School Addition Project*

Superintendent Williams stated that for a point of clarification, the Albany High School Addition Project will be referred to as the “New Addition,” whereas the Albany Middle School Project will be referred to as the Albany Middle School Annex.”

Board Member Blanchard requested that Superintendent Williams read some of the Board questions that were submitted to Staff prior to the board meeting, for the public record.

Q1: *Have we used CAS Inspections, Inc. previously?*

A1: *Yes, AUSD has been using CAS since 2008 on most of its construction projects.*

Q2: *Why did we chose CAS?*

A2: *We are recommending CAS because they have been instrumental in helping AUSD repair its relationship with the Division of State Architect (DSA). DSA has to approve (or veto) the inspector selected by the District, and DSA prefers the District work with an inspector that has history with the District and DSA and has a good performance record from DSA's perspective. This inspector of record has a good reputation, AUSD has significantly improved their relationship with DSA over the last 4-5 years.*

President Black provided a bit of history between CAS and Albany Unified School District. In the past, the District did some work without going through the proper DSA channels. When DSA learned about it, they were less than happy and lost trust in the District. This work with CAS Inspections has been instrumental in helping AUSD repair its relationship with the DSA.

Q3: *Are these reasonable contract amounts? What are the dates of service?*

A3: *Yes, this is a reasonable contract amount. The proposed fee is based on full-time inspection (required by DSA) and an hourly rate, which is a competitive hourly rate for this type of work. Pricing is based on 12 months of construction where the Inspector of Record will be full time plus additional hours to cover some part time months. Further, the contract dates were written*

for the main construction period. The additional time, which may not be required, would make this more like 15 months. In the end, the service period will be between 12 and 15 months.

President Black and Superintendent Williams pointed out that the money for this project is coming from Measure B: a bond measure passed a couple of years ago. All of the money in the bond must be spent on construction projects listed in the Bond language (all construction projects). By law, that money cannot be used for day-to-day operations or salaries.

Motion: Board Member Trutane moved to Approve: *Independent Contractor Agreement with CAS Inspections, Inc. for Inspector of Record Services for the Albany High School Addition Project.* Seconded by Vice President Stapleton Gray. The motion passed unanimously.

c) *Independent Contractor Agreement with Ninyo & Moore for Geotechnical, Materials Testing, and Special Testing Services for the Albany High School Addition Project*

Superintendent Williams stated that these services are required by Department of State Architect (DSA). She clarified the language “Albany High School New Classroom Building” means “Albany High School New Addition” and will be referred to in this manner going forward. She also added that the contract (and contract template) has some grammatical and spelling errors that will be cleaned up and corrected.

Student Board Member Mallah asked about student traffic flow on campus during construction. Superintendent Williams stated that the Project Manager and his team have been working with Principal Ritchie on the flow of traffic for students, as well as on evacuation routes in the event of a fire drill or emergency. Some areas on campus will not be as free-flowing as usual during construction, but they do have plans in place.

Board Member Blanchard elaborated more and explained some specifics that will be shown by the contractor at a board meeting soon. The flow through the main campus entry is open, and the pathway that extends toward the Gen7 classrooms and wraps around to the Albany Pool is all open for students. Some areas that will be closed for work during construction include the doors from the lobby near the gym, and the alley between the gym and Memorial Park. Construction is scheduled to be completed 1 year from now, so these places will be blocked off until then.

Having no further questions or comments, President Black requested a motion on this item.

Motion: Board Member Clark moved to Approve: *Independent Contractor Agreement with Ninyo & Moore for Geotechnical, Materials Testing, and Special Testing Service.* Seconded by Board Member Trutane. The motion passed unanimously.

d) *Purchase of Equipment and Programming Services from Ojo Technology for A Security Camera System and Access Control System for the Albany Middle School Annex Project*

Superintendent Williams turned this over to Jackie Kim, Chief Business Official, to present to the Board. Jackie Kim reported to the Board that this contract will be funded by Bond Measure E. The contract agreement has been revised to include the AUSD’s indemnification clause, our non-discrimination clause, and a new date of August 13, 2018.

Board Member Trutane stated that she knew of a local vendor who had previously met with Allan Garde, former Chief Business Official, regarding this project. Board Member Trutane asked if this contract could be tabled until this local vendor has an opportunity to put in a bid for this.

Superintendent Williams stated that she had no knowledge of the vendor submitting a bid, and asked Project Manager, Juan Barroso, to provide his opinion on the timing of the project if it was tabled.

Juan Barroso clarified that he was not in the meeting that Mr. Garde had with the vendor. He stated that timing is a critical item at this point to continue progress in the project. A delay could have an impact on the contract completion date for the project, which in turn would give reason for the contractor to ask for more money.

Board members discussed the competitive bidding and selection process. Juan described the purchase of equipment and services for this project are under the “California Multiple Award System” (CMAS) which is an option for local agencies. He explained that the state has components (like these IT and other types of components) on a competitive bid list wherein these items have been bid to the state. Districts can view the state’s published bid list and select the system, and manufacturer, the components wanted at a pre-approved competitive bid and purchase through an expedited process. There are many vendors available on this CMAS System. Juan stated that this local vendor may work with this type of CMAS system, but Board Members did not know if this vendor was on the CMAS list or not.

Board Member Trutane moved to table the item and bring it back. Board Member Blanchard seconded the motion but added that the Board follow the process of following the CMAS list. He also requested information on why this particular company was selected.

Dax Kajiwarra, Director of Technology, reported that Ojo was selected because they have worked with them in the past on the video security system at the high school, and were pleased with their work. Part of the idea to integrate the system at the Albany Middle School Annex with the existing video system at the high school, and Ojo can do that since they have expertise since they installed the previous system. Ojo has also been very generous with their time working on specs, design, educating us on access-control system, even without a contract. NAVCO did not have the expertise that AUSD needed, and the system that they recommended included cloud-based subscription model services; since this project may be bond-funded, Albany wanted to go with a vendor that could capture as much of the expenses up front instead of having ongoing expenses.

Board Member Trutane requested that the Board move on from this item without voting on it, and come back to it later so that she would have some time to think about it.

Ross Stapleton-Gray stated that Ojo was one of the donors to the B&E fund-campaign, but it was a \$500 donation, and that while existing vendors, builders, etc., had all kicked into the B&E Campaign, he did not feel that a donation in that amount would sway the District to sift through potential bidders. He added that he wants to adhere to what processes we have for posting things, following state guidelines, selecting things.

Motion: President Black requested a vote on the motion, per Member Trutane, to Table this item

and bring it back at the end of the agenda. Seconded by Board Member Blanchard. The motion passed unanimously.

e) Independent Contractor Agreement with Rincon Consultants, Inc. for Environmental Review Services for the Ocean View School Construction Project

This item was pulled from the agenda as there was a calculation error and did not put in the proposal a column that is needed. We are also going to try to get them to reduce the cost. It will be brought back to the next meeting.

f) Independent Contractor Agreement with A3GEO for Geotechnical Engineering Services for the Ocean View School Construction Project

Chief Business Official, Jackie Kim, presented this to the Board. The expected timeframe is August 2018 to June 2021, and it will be funded through Bond Measure B fund in the amount of \$15,000. Superintendent Williams reported that CGS means “California Geological Survey.” The long range of dates is necessary because A3GEO will have to provide reports and certifications when construction is complete. Rates can be updated yearly.

Having no questions or comments, President Black requested a motion on this item.

Motion: Board Member Blanchard moved to Approve: *Independent Contractor Agreement with A3GEO for Geotechnical Engineering Services for the Ocean View School Construction Project.* Seconded by Vice President Stapleton-Gray. The motion passed unanimously.

g) Independent Contractor Agreement with Kister, Savio & Rei, Inc. for Topographic and Underground Utility Survey Services for the Ocean View School Construction Project

Chief Business Official, Jackie Kim, presented this to the Board. The expected timeframe is August 2018 to June 2021, and will be funded through Bond Measure B fund in the amount of \$15,000.

Having no questions or comments, President Black requested a motion on this item.

Motion: Board Member Trutane moved to Accept: *Independent Contractor Agreement with Kister, Savio & Rei, Inc. for Topographic and Underground Utility Survey Services for the Ocean View School Construction Project.* Seconded by Board Member Blanchard. The motion passed unanimously.

h) Amendment to Agreement with Derivi Castellanos Architects to Provide Program Management Services for Ocean View Elementary School Renovation/Rebuild

Superintendent Williams stated that the Backup for this item includes information about the work that Juan Barroso and his team have been doing for Albany Unified to meet the specifications and timelines as requested by Staff. The scope of services is through August 2021.

Superintendent Williams addressed a question submitted prior to the meeting from the Board regarding the cost effectiveness of hiring a construction project manager as part of our staff for these years with all of our building programs. She stated that hiring a construction project manager would include negotiating a salary and including the cost of benefits which we provide to all AUSD employees. Hiring a construction project manager through DCA provides a team of employees with

different levels of expertise. Juan has a team that can work on various aspects of projects that require different levels of expertise. DCA is also paid only for work that is actually done by their staff. For example, there are times when we need fewer people to work on a project and times when more people are needed. To find one well-qualified AUSD staff person to do the scope of work that requires several people with varying types of expertise would have been very difficult. Therefore, a team approach was more efficient and cost effective.

Board Member Blanchard commented that the reason DSA was unhappy with us in the past is because we didn't close out projects properly and certify them. Therefore, he was happy to see *Item #16 on this contract: to facilitate punch list, close out DSA certification, and final acceptance of the project.*

Vice President Stapleton-Gray noted that this item and the next item are addressing construction at Ocean View, which is still To be determined, and as a Board member, he has not received any information yet on the plan (i.e. what to do, what the site will look like compared to how it is now), so he is taking it on faith that the people involved in that will deliver something that will be within our budget and they will make wise choices. For the record, his vote on this item and the next item are contingent on good will and confidence in Board Members serving in that role.

Board Member Blanchard answered this as he and Board Member Trutane have been part of this process. He reported that the focus has been on modifying the design that has been seen to be one that can be built within the \$29 Million guaranteed maximum price (GMP), and they are now close enough that they are almost done with the schematic design phase. They will be ready to go out to the design-build teams, but should expect them to provide some different approaches. They are wanting 34 classrooms and some support spaces, with a concept of what it should look like, including a concept to preserve the Multi-Purpose room and the 5th grade wing, which could be repurposed as District office space. But it depends on what the design-build teams tell us they can build within the \$29M GMP. Otherwise, the process has been moving along. The next Design Committee meeting is August 23, at which time they will look at the final design and progress from there.

Board Member Trutane added that their process is very robust. When the Ocean View Design Team first met, no one knew what the budget was going to be, and what was developed was educationally sound. Now they need to get both things within the stated budget because we must have enough money left to finish all 4 of our projects and to rebuild and renovate Marin. They have asked architect to include space to bring the district office back to Albany. She assured the Board that they are looking at the costs and how to get every dollar out of it that we can, and this may mean fusing buildings into wings to cut down on construction costs.

K) NEED TO EXTEND MEETING

President Black stated that they needed to extend the Meeting. Board Member Clark moved to Extend the meeting 15 minutes until 9:10 p.m. Seconded by Board Member Trutane. The motion passed unanimously.

L) REVIEW AND ACTION (resumed)

2) Business Department

h) *Amendment to Agreement with Derivi Castellanos Architects to Provide Program Management Services for Ocean View Elementary School Renovation/Rebuild (Continued)*

Superintendent Williams commented regarding trust and confidence in this contract and stated she has a tremendous amount of confidence and trust in Juan Barroso and the work that he is doing for Albany.

Having no further comments or questions, President Black requested a motion on this item.

Motion: Board Member Blanchard moved to Approve: *Amendment to Agreement with Derivi Castellanos Architects to Provide Program Management Services for Ocean View Elementary School Renovation/Rebuild*. Seconded by Board Member Clark. The motion passed unanimously.

i) *Amendment to Agreement with HY Architects to Provide Architectural Services for the Ocean View School Construction Project*

President Black stated that, for clarification, HY Architects has been working on the Ocean View Construction project. The original plan was a “wishlist” plan, and now we are asking them to go back and provide us a “bridging architecture” which is not the final design, but one that will be given to the design-build entity. The design team will use this to determine what their final design needs to include, and they will be free to include improvements that may work better and cost less than the bridging document design.

Board Member Blanchard commented that this amendment of \$51,000 is a fair amendment for the additional work they are doing. It should also be said that because this is being done as a “design-build,” we are also deleting the “design development” scope of services, which is approximately \$200,000. This will get spent later by design teams, but it will not get spent by HY Architects.

Board Member Trutane commented on how it can be challenging for some of the architects to sift through the robust conversations of the design committees and really listen to and hear the critical points, and act on them. She looks forward to working with the next group of design-build teams and using this process again as they work at Marin.

Motion: Board Member Blanchard moved to Approve: *Amendment to Agreement with HY Architects to Provide Architectural Services for the Ocean View School Construction Project*. Seconded by Board Member Trutane. The motion passed unanimously.

d) *Purchase of Equipment and Programming Services from Ojo Technology for A Security Camera System and Access Control System for the Albany Middle School Annex Project

*The Board returned to this item for action. Board Member Trutane stated that she searched and could not verify that the local vendor, NAVCO, is approved under the CMAS process. Therefore, she will respect what Board members said about using that process and utilize those vendors to ensure we get a guaranteed bid. Therefore, she withdrew her request to table the item to the next regular meeting.

Motion: Board Member Clark moved to Approve: *Purchase of Equipment and Programming Services from Ojo Technology for A Security Camera System and Access Control System for the*

Albany Middle School Annex Project. Seconded by Board Member Blanchard. The motion passed unanimously.

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- **School Zone Speed Limits and State grant for 10 crossing guards:** Superintendent Williams will reach out to the City Manager regarding these.
- **Board Self-evaluations:** Possibly in October, or as part of the Board Retreat
- **Annual Board District Goals:** It was decided to wait until new Board in January
- **BOE Retreat on September 15:** Superintendent Williams requested assistance from the Board to plan this. Board Member Trutane and Vice President Stapleton-Gray will discuss. Board Member Blanchard suggested Student Board members will work with the Superintendent.

V. ADJOURNMENT

The Board adjourned the meeting at 9:08 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
August 28, 2018	7:00 – 9:30 p.m.	Albany City Hall
September 11, 2018	*7:30 – 9:30 p.m.	Albany City Hall

Personnel Assignment Order: Pending Approval

BOE Meeting: 9/25/2018

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	Sagna, Marilyn	CO, MA	0.75	8/24/2018	9/11/2018	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	Prowell, Sam	MA	1.00	6/15/2018		Approve	
Teacher	Sagna, Marilyn	CO, MA	0.75	9/12/2018		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>
Café I Substitute	Clark, Sheena	AHS	\$11.36/hour	8/24/2018		Approve	CK
Coach, Assistant Cross Country	Bruckmann-Harmon, Loree	AMS	0.04	18-19 Season		Approve	GF
Coach, 7th/8th Grade Flag Football	Owens, Demaur	AMS	\$2,052.00	18-19 Season		Approve	Athl Boosters
Coach, Freshman Volleyball	Johnson, Magnolia	AHS	\$1,669.40	18-19 Season		Approve	GF
Coach, 6th Grade Girls Volleyball	Kim, Brian	AMS	\$2,052.00	18-19 Season		Approve	Athl Boosters
Coach, 7th Grade Girls Volleyball	Rhea, Fiona	AMS	0.047	18-19 Season		Approve	GF
Coach, 8th Grade Girls Volleyball	Theriault, Renee	AMS	0.047	18-19 Season		Approve	GF
Coach, Girls Head Varsity Golf	Ting, Andrew	AHS	\$3,387.97	18-19 Season		Approve	GF
Coach, Head Varsity Girls Tennis	Breland, Taylor	AHS	\$387.97	18-19 Season		Approve	GF
Coach, Head Varsity Girls Tennis	Mapumulo, Peace	AHS	\$3,000.00	18-19 Season		Approve	GF
Coach, Varsity Girls Water Polo	Salcedo, Jesus	AMS	\$3,387.97	18-19 Season		Approve	Athl Boosters
Mental Health Intern	Bastacky, Leah	MA	\$1,000.00	9/6/2018	6/14/2019	Approve	GF
Mental Health Intern	Chow, Brittan	DO	\$1,000.00	9/6/2018	6/14/2019	Approve	GF
Mental Health Intern	Datz-Greenberg, Corey	OV	\$1,000.00	9/6/2018	6/14/2018	Approve	GF
Mental Health Intern	Millen, David	OV	\$1,000.00	9/6/2018	6/14/2019	Approve	GF
Mental Health Intern	Neglia, Noelle	CO	\$1,000.00	9/6/2018	6/14/2019	Approve	GF
Mental Health Intern	Pantoni, Marjorie	CO	\$1,000.00	9/6/2018	6/14/2019	Approve	GF
Mental Health Intern	Weber, Terri	MA	\$1,000.00	9/6/2018	6/14/2019	Approve	GF

Mental Health Intern	Zhang, Ying	ACC	\$1,000.00	9/6/2018	6/14/2019	Approve	GF
Para-educator: Special Education	Puniani, Rhiya	DO	0.667	8/28/2018		Approve	SE
Para-educator: World Languages	Liu, Wen Yan	ACC	0.6	9/14/2018		Approve	ACC
Yard Aide	McCain, Kelly	CO	0.25	8/28/2018		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>
Yard Aide	Azevedo, Amanda	CO	0.25	6/15/2018		Approve	

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of September 11, 2018

**ITEM: OVERNIGHT FIELD TRIP: ALBANY HIGH SCHOOL
ALL-CHOIR SPRING TOUR TO ANAHEIM, CALIFORNIA**

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

TYPE OF ITEM: CONSENT

PURPOSE:

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

BACKGROUND INFORMATION:

The Albany High School Vocal Music Department has made a tradition over the last few years of attending a multi-day, all-choir tour in Anaheim, California, that provides a rich opportunity for music students to perform music outside of the school setting, experience music-making on the road, move to the next level in ensemble performance, and continue to promote spirit, history, and leadership as representatives of AHS and the greater Albany community.

DATES OF TRIP: April 4 - 7, 2019

DETAILS:

Students in Albany High School who are members of the Treble Chamber, Bass Chamber, and Chamber Singers choirs will travel by chartered bus to Anaheim, California. While traveling, students and chaperones sleep on the chartered buses, and upon arrival in Anaheim they will stay at the Clarion Hotel in Anaheim for three (3) nights. Students develop team spirit and ensemble cohesion through this overnight field trip experience. They will learn techniques and vocal development from choral directors from schools such as University of Southern California, Chapman University, California State University Fullerton, and California State University Long Beach. Students will also participate in choral exchanges where they will sing for, and listen to, peer groups from high schools in Southern California. They will attend local musical performances, an all-student beach bonfire and music-making event, and spend a day at Universal Studios and Universal City Walk.

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 **\$385.00**. Funding will come from fees from families and from the Albany Music Fund (if needed). No student will be denied the opportunity to participate.

RECOMMENDATION: Approve the Overnight Field Trip: Albany High School All-Choir Spring Tour to Anaheim, California.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of September 25, 2018

**ITEM: UPDATE ON ALBANY HIGH SCHOOL NEW ADDITION
CONSTRUCTION**

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: STAFF REPORT

PURPOSE: for the Board of Education to receive the update on the Albany High School New Addition construction project.

BACKGROUND INFORMATION: At the February 27, 2018 Board of Education meeting, the Board approved the contract with Alten Construction for the Albany High School New Addition. Staff will update the Board on the proposed timeline, the California Geological Survey report, and the revised timeline due to delays.

STRATEGIC OBJECTIVES ADDRESSED:



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



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



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

RECOMMENDATION: The Board of Education receive the update on the Albany High School New Addition construction project

ALBANY HIGH SCHOOL NEW ADDITION CONSTRUCTION PROJECT

STAFF UPDATE

SEPTEMBER 25, 2018



HISTORY

- Design Phase:
- Bridging Documents:
- Builder/Architect Team Chosen
- DSA Submittal
- Geotechnical Study
- Demolition – Summer 2018

ORIGINAL TIMELINE

- Demolition of Amphitheater – Summer, 2018 **Completed**
- Geotechnical Study – [May 18, 2016] **Completed**
- Submittal of Construction Documents to DSA – [July 13, 2018] **Completed**
- DSA Approval – Early September, 2018 -- **Delayed 3 months**
- Begin Construction – [September 4, 2018] -- **Delayed - Possibly until January 2019**
- Project Completion – August 6, 2019 -- **Delayed - Possibly until December 2019**

DIVISION OF STATE ARCHITECT

- DSA review is currently behind schedule by 3 months. This is due to
 - Slow response from DSA
 - Open California Geological Survey item which has to be addressed and re-submitted to DSA for review.

GEOTECHNICAL SURVEY REPORT

- Geotechnical Study submitted to CA Geological Survey (CGS) on April 25, 2018
- CGS requested additional assessment of site soils on June 11, 2018
- Additional assessment resulted in 18% increase of structural design criteria
- The building structure will have to be re-designed to meet higher criteria
- This will have cost and schedule impacts

REVISED TIMELINE

- DSA Approval - Pending
- Begin Construction – January 2019
- Project Completion – December 2019

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of September 25, 2018

ITEM: NINTH GRADE MATHEMATICS ENROLLMENT PATTERNS

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

TYPE OF ITEM: STAFF REPORT

PURPOSE:

In accordance with AUSD Board Policy 6152.1 (Placement in Mathematics Courses), the purpose of this staff report is to review current year 9th grade enrollment patterns in mathematics courses.

BACKGROUND INFORMATION:

Senate Bill 359 (Mathematics Placement Act of 2015) requires that governing boards, serving students entering grade nine, must adopt a fair, objective and transparent mathematics placement policy. The adoption of this legislation was necessary to counteract course placement practices that had a disproportionately negative impact on students of color.

AUSD Board Policy 6152.1-Placement in Mathematics Courses (Appendix A), requires that a fair, objective, and transparent mathematics placement policy be implemented and that an annual review of student data related to placement and advancement in mathematics courses be conducted. The annual review is intended to ensure students who are qualified to progress in mathematics courses are not held back in a disproportionate manner on the basis of their race, ethnicity, gender or socioeconomic background.

DETAILS:

Ninth grade math enrollment data by ethnicity and gender are provided in Appendix B (enrollment data by gender was not reported for 2016). In addition, a list of 9th grade mathematics courses and a brief description of each course is provided in Appendix C.

Some of the ongoing efforts to remove barriers and increase access for all students include:

- Ongoing partnership with Alameda County Office of Education to provide Social Justice Mathematics professional development in a variety of venues: Albany Middle School and Albany High School participated in a joint ½ day Social Justice Mathematics professional development in Spring 2018; AUSD hosted a Social Justice Mathematics workshop during Summer 2018; AUSD teachers and site administrators are participating in the current ACOE Social Justice Mathematics cohort.
- Participation in professional development around culturally responsive teaching and cultural competence.
- Use of online and adaptive software programs to provide extension and extra support in elementary grades.

- Allocating additional staffing for mathematics intervention courses at Albany Middle School and Albany High School.
- Blending Math 1 and Math 1+ in order to increase the rigor of mathematics for all 9th grade students taking this class.
- Dedicating a Math 3 Advisory section to provide supports for 11th graders and increase University of California/California State University a-g coursework completion rates.

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.*

<p>RECOMMENDATION: Receive the staff report on Ninth Grade Mathematics Enrollment Patterns.</p>
--

AUSD Board Policy

Placement In Mathematics Courses

BP 6152.1

Instruction

The Governing Board believes that a sound educational program must include the study of subjects that prepare students for admission to higher education and/or a fulfilling career.

Pupil achievement in mathematics is important to prepare pupils for college and their future careers. Placement in appropriate mathematics courses is critically important for a pupil during his or her middle and high school years. A pupil's 9th grade math course placement is a crucial crossroads for his or her future educational success. Misplacement in the sequence of mathematics courses creates a number of barriers and results in pupils being less competitive for college admissions, including admissions at the California State University and University of California.

To the extent possible, district students shall be provided an opportunity to complete a sequence of mathematics courses recommended for admission into the University of California and California State University systems. In addition, beginning in pre-school, District students shall be counseled and encouraged to achieve at a high level in mathematics so that they can complete such a sequence. Toward that end, District staff will engage in courageous conversations about issues of bias to ensure that no preconceived ideas of any student's abilities limit the amount of help or encouragement that student receives.

(cf. 6141.5 - Advanced Placement)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

The Governing Board recognizes that there are significant gaps in opportunity and achievement for certain groups of students.

The Governing Board recognizes that achievement gaps in mathematics continue to persist for students in certain racial, ethnic and socio-economic groups. Furthermore, there are significant inequities in student performance and access to opportunity based on the subjective bias that people hold towards certain groups of children based on race, class, gender, socio-economic backgrounds and other factors.

The Governing Board also recognizes that the most demanding challenge that growing children face concerns their development of both academic

competencies as well as the positive self-beliefs that motivate them to pursue lifelong learning. To foster this development, adults who take care of children hold the responsibility to promote a growth mindset while also proactively engaging children in rigorous learning opportunities.

The Governing Board also recognizes that a child's self-perception of their competencies in mathematics begins very early in life and that parents, teachers, and community members need to be aware of the impact that a positive experience can have on the long-term future of a child's education in mathematics.

(cf. 0000 – Vision)

The Superintendent or designee shall work with district teachers, counselors, and administrators and the representatives of feeder schools to develop consistent protocols for placing students in mathematics courses offered at district high schools. Such placement protocols shall systematically take into consideration multiple objective academic measures that may include, but are not limited to, interim and summative assessments, placement tests that are aligned to state-adopted content standards in mathematics, classroom assignment and grades, and report cards.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

Students shall be enrolled in mathematics courses based on the placement protocols. No student shall repeat a mathematics course which he/she has successfully completed based on the district's placement protocols.

When a student does not qualify to be enrolled in a higher level mathematics course based on a consideration of the objective measures specified in the placement protocols, he/she may nevertheless be admitted to the course based on the recommendation of a teacher or counselor who has personal knowledge of the student's academic ability and/or potential.

The placement protocols shall specify a time within the first month of the school year when students shall be reevaluated to ensure that they are appropriately placed in mathematics courses and shall specify the criteria the district will use to make this determination. Any student found to be misplaced shall be promptly placed in the appropriate mathematics course.

Within 10 school days of an initial placement decision or a placement decision upon reevaluation, a student and his/her parent/guardian who disagree with the placement of the student may appeal the decision to the Superintendent or

designee. The Superintendent or designee shall decide whether or not to overrule the placement determination within 10 school days of receiving the appeal. The decision of the Superintendent or designee shall be final.

(cf. 5123 - Promotion/Acceleration/Retention)

District staff shall implement the placement protocols uniformly and without regard to students' gender, sex, race, color, religion, religious creed, ancestry, national origin, ethnic group identification, age, physical or mental disability, sexual orientation, gender identity or expression, or genetic information; the 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, or other subjective or discriminatory consideration in making placement decisions.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall ensure that all teachers, counselors, and other district staff responsible for determining students' placement in mathematics courses receive professional development on the placement protocols. Furthermore, the Superintendent or designee shall ensure that all teachers, counselors, and other district staff engage in courageous conversations about issues of equity, inequity and bias as it relates to the provision of a highly-engaging and rigorous program of instruction.

(cf. 4131 - Staff Development)

Prior to the beginning of each school year, the Superintendent or designee shall communicate the district's commitment to providing students with the opportunity to complete mathematics courses recommended for college admission, including approved placement protocols and the appeal process, to parents/guardians, students, teachers, school counselors, and administrators.

This policy and the district's mathematics placement protocols shall be posted on the district's web site. (Education Code 51224.7)

(cf. 1113 - District and School Web Sites)

Annually, the Board and the Superintendent or designee shall review student data related to placement and advancement in the mathematics courses offered at district high schools to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. The Board and Superintendent shall also consider appropriate recommendations for removing any identified barriers to students' access to mathematics courses, including, but not limited to the engagement of parents and community members around the

issues of systemic inequities and the significant gaps in opportunity and achievement that exist for certain groups of students based on race, class, gender, socio-economic backgrounds and other factors.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48070.5 Promotion and retention; required policy

51220 Areas of study, grades 7-12

51224.5 Completion of Algebra I or Mathematics I

51224.7 California Mathematics Placement Act of 2015

51225.3 High school graduation requirements

51284 Financial literacy

60605 State-adopted content and performance standards in core curricular areas

60605.8 Common Core standards

Management Resources:

CSBA PUBLICATIONS

Math Misplacement, Governance Brief, September 2015

Governing to the Core, Governance Briefs

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013

California Common Core State Standards: Mathematics, January 2013

COMMON CORE STATE STANDARDS INITIATIVE PUBLICATIONS

Appendix A: Designing High School Mathematics Courses Based on the Common Core State Standards

LAWYERS' COMMITTEE FOR CIVIL RIGHTS OF THE SAN FRANCISCO BAY AREA (LCCR)

Held Back - Addressing Misplacement of 9th Grade Students in Bay Area School Math Classes

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Common Core State Standards Initiative: <http://www.corestandards.org/math>

Lawyers' Committee for Civil Rights of the San Francisco Bay Area (LCCR): <http://www.lccr.com>

Policy ALBANY UNIFIED SCHOOL DISTRICT
adopted: _____ Albany, California

Appendix B: 2016-2017 Ninth Grade Mathematics Enrollment

(Number of ninth grade students enrolled in each mathematics course by ethnicity)

2016	Math 1	Math Intervention 1	Math 1 Plus	Honors Math 1/2	Honors Math 2/3	Algebra Lab (SPED RSP)	Math Lab (SPED SDC)	Shelt Math 1 (ELD)	Totals		
Race/Ethnicity											
Asian Indian	4	1	3	2					10		
Black or African American	15	2	4	1		1			23		
Cambodian			1						1		
Chinese	10		17	22	1		1	4	55		
Filipino			3	1					4		
Hispanic/Latino	19	1	15	3		1		4	43		
Intentionally Left Blank			1						1		
Japanese	1		3	1					5		
Korean	1			4					5		
Multiracial	5	2						1	8		
Other Asian	4		9	4				3	20		
Vietnamese				1					1		
White	43	5	36	23		1		1	109		
Totals	102	11	92	62	1	3	1	13	285		

Appendix B: 2017-2018 Ninth Grade Mathematics Enrollment (as of 9.19.17)

(Number of ninth grade students enrolled in each mathematics course by gender and ethnicity)

2017	Math 1		Math 1 Plus		Honors Math 1/2		Algebra/Math Lab		Shelt Math 1, Shelt Math 1+, Shelt Math 1/2 (ELD)		AP Calculus (AB)		Totals
Race/Ethnicity	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
American Indian or Alaskan Native	1												1
Asian Indian	1		2	2		2							7
Black or African American	3			4		1							8
Chinese	2	4	2	3	12	4			5	1	1		34
Filipino	2									1			3
Hispanic/Latino	7	7	6	7		1	2						30
Intentionally Left Blank			1										1
Japanese			1	1									2
Korean					2	6			1				9
Multiracial	11	6	9	13	7	6							52
Other Asian	4	4	2	10	2	2		1	2				27
Other Pacific Islander									1				1
Vietnamese	1	1	1										3
White	25	9	32	22	15	12	1						116
Totals	57	31	56	62	38	34	3	1	9	2	1	0	294

Appendix B: 2018-2019 Ninth Grade Mathematics Enrollment (as of 9.19.18)											
(Number of ninth grade students enrolled in each mathematics course by gender and ethnicity)											
2017	Math 1		Honors Math 1/2		Algebra/Math Lab		Shelt Math 1, Shelt Math 1+, Shelt Math 1/2 (ELD)		Precalculus (H)		Totals
Race/Ethnicity	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Asian Indian	5	2		1			2				10
Black or African American	5	3									8
Chinese	6	13	8	12				2	1		42
Filipino	1		2								3
Hispanic/Latino	24	19	1	3		1	1	1			50
Intentionally Left Blank	4	1									5
Japanese			3								3
Korean	2	1	1	1			1	2			8
Multiracial	13	20	4	6			2				45
Other Asian	9	7	2	1				1			20
Other Pacific Islander	1										1
White	44	53	15	8	1			1			122
Totals	114	119	36	32	1	1	6	7	1	0	317

AHS 9th Grade Math Course Descriptions

Integrated Math (IM) I: This course is based on 9th Grade CA State Standards and Mathematical Practices and uses the integrated mathematics model of instruction. The adopted core curriculum is College Prep Math.

Honors Integrated Math 1/2: This course is based on 9th and 10th Grade CA State Standards and Mathematical Practices and uses the integrated mathematics model of instruction. The adopted curriculum is Mathematics Vision Project and covers the concepts in level 1 and approximately half of the concepts in level 2.

Sheltered Math (ELD): This course is based on 9th Grade CA State Standards and Mathematical Practices and uses the integrated mathematics model of instruction. The adopted core curriculum is College Prep Math. This course is supplemented with instruction that supports English Language Learners who need support in language development in order to access the curriculum.

Precalculus: Precalculus is not a 9th grade course; however, there is one student appropriately enrolled in this course during the 2018-2019 school year. Course content includes functions, trigonometry vectors, sequences and series, math induction, polar equations and their graphs, some probability and introduction to calculus. The Standards for Mathematical Practice are highlighted as the basis for mathematics instruction and learning.

Integrated Math Intervention I: This course is provided to students concurrently enrolled in IM I and who qualify for additional support. This course is based on the same standards and curriculum as IM I and incorporates lessons on study habits and strategies to increase motivation.

Algebra Lab (SPED RSP): This is a 9th grade course based on CA State Standards. The course is modified to meet the needs of students who qualify for Individualized Educational Plans (IEPs) and is taught by a teacher with a Special Education credential.

Math Lab (SPED SDC): This is a highly modified course using curriculum that is based on the needs of students with severe disabilities.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of September 25, 2018

ITEM: ENROLLMENT UPDATE

PREPARED BY: CARRIE NERHEIM, DIRECTOR, STUDENT SERVICES

TYPE OF ITEM: STAFF REPORT

PURPOSE:

The purpose of this report is to update the Board on current enrollment.

BACKGROUND INFORMATION:

The enrollment office verifies residencies, places students at schools, and tracks enrollment for staffing purposes. The new Enrollment Coordinator has created systems to track trends and changes in enrollment more efficiently.

DETAILS:

The enrollment office has been tracking enrollment weekly since March 2, and daily since August 20. The goal of the enrollment center is to provide accurate student counts in every grade level, as well as track students who leave and students who come in throughout the school year. We are creating a survey to find out why families leave Albany in a continuous effort to improve. The enrollment center seeks to provide excellent service to all who email, call, or come to the center in person. We are streamlining systems to make the process easier for our families.

STRATEGIC OBJECTIVES ADDRESSED:



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



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



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

RECOMMENDATION: THE BOARD OF EDUCATION TO RECEIVE THE STAFF REPORT ON ENROLLMENT.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of September 25, 2018

ITEM: ALBANY MIDDLE SCHOOL BEHAVIOR MATRIX

PREPARED BY: CARRIE NERHEIM, DIRECTOR, STUDENT SERVICES

TYPE OF ITEM: REVIEW AND DISCUSSION

PURPOSE:

The purpose of this is to review the Albany Middle School Behavior Matrix.

BACKGROUND INFORMATION:

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

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

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

DETAILS:

Albany Middle School site administration began the process of revising the school behavior matrix in the 2015-16 school year. The following activities have taken place to date:

- A Restorative Justice Committee was formed in 2015 that met monthly during the 2015-16 school year
- Created a shared vision of the matrix based on staff feedback
- Incorporated feedback from students, parents, and staff
- Published in AMS Planner for the 2018-19 school year

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: Review and Discuss the Albany Middle School Behavior Matrix

AMS Behavior Matrix

Below is our school's behavior matrix that is used to determine consequences when harmful behavior is reported to school administration. When a student is involved in some form of misbehavior, a review of the incident will occur. The student's previous behavioral actions will be taken into consideration when determining appropriate consequences. Parents/guardians will always be notified via phone or e-mail depending on the individual circumstances.

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

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

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

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

If a student is suspended, there will be a pre-suspension conference and a reintegration conference that will include guardian, student, and administrator. Teachers are automatically notified of the incident and suspension.

Behavior	1st Incident/Level	2nd Incident/Level	3rd Incident/Level
Absences	<ul style="list-style-type: none"> 1st truancy letter at 3 unexcused absences 	<ul style="list-style-type: none"> 2nd truancy letter at 5 unexcused absences SART meeting (Truancy Mediation) with family, teacher and counselor if necessary Teacher notification of process 	<ul style="list-style-type: none"> 3rd truancy letter at 7 unexcused absences SARB (Truancy Mediation) meeting at 9 unexcused absences Teacher notification of results
Arson	<ul style="list-style-type: none"> 5 day suspension Guardian + student conference Restorative circles* Counselor referral 5 hrs. community service Police report Possibility of expulsion recom. 	<ul style="list-style-type: none"> Suspension pending expulsion process (Ed. Code required) Expulsion recommended Guardian + student conference Restorative circles* 10 hrs. community service Police report 	
Assault/Battery/Fighting			
- Self-defense	<ul style="list-style-type: none"> Guardian contact Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> Guardian + student conference Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> Guardian + student conference Conflict resolution or circle* Counselor follow-up
- Caused minor injury	<ul style="list-style-type: none"> After-school detention Guardian + student conference Conflict resolution or circle* 	<ul style="list-style-type: none"> 1-2 day period suspension Guardian + student conference Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> 1-2 day in-school suspension Guardian + student conference Conflict resolution or circle* Counselor follow-up
- Caused serious injury (not mutual combat)	<ul style="list-style-type: none"> 1-2 day suspension Guardian + student conference Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> 2-3 day suspension Guardian + student conference Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> 3-5 day suspension Possibility of expulsion recommendation Guardian + student conference Conflict resolution or circle* Counselor follow-up
- Mutual combat/fighting	<ul style="list-style-type: none"> 1-2 days period suspension Guardian + student conference Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> 1-2 days in-school suspension Guardian + student conference Conflict resolution or circle* Counselor referral 	<ul style="list-style-type: none"> 1-5 day suspension Guardian + student conference Conflict resolution or circle* Counselor follow-up
- Willfully caused serious injury, except in self-defense	<ul style="list-style-type: none"> Suspension pending expulsion process Expulsion recommended Police report Guardian, student, counselor and 		
- Physical assault/battery			

- Sexual assault – aggressive and unwanted sexual/intimate contact (Ed. Code required)	admin conference		
Cutting Class (15 min +)			
- On Campus without permission	<ul style="list-style-type: none"> After-school detention of double the time cut with a cap of 2 Guardian + teacher notified 	<ul style="list-style-type: none"> After-school detention of double the time cut with a cap of 2 detentions Guardian + student conference Counselor referral Teacher notified 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian, student, teacher and counselor conference Counselor follow-up Possible referral to SART/SARB Teacher notified
- Off campus/leaving without permission	<ul style="list-style-type: none"> Student's safety is ensured by calling parent, contacts, and if that fails, the police After-school detention of double the time cut with a cap of 2 Guardian + student conference Teacher notified 	<ul style="list-style-type: none"> Student's safety is ensured by calling parent, contacts, and if that fails, the police 1 day in-school suspension Guardian + student conference Counselor referral Elopement Plan Created Teacher notified 	<ul style="list-style-type: none"> Student's safety is ensured by calling parent, contacts, and if that fails, the police 2 day in-school suspension Guardian, student, teacher, and counselor conference Counselor follow-up Possible referral to SART/SARB Elopement Plan Evaluated Teacher notified
Defiance or Disruption			
- Minor: Student does not follow repeated directions or requests from staff; action momentarily interrupts instruction, event or program	<ul style="list-style-type: none"> 30 minutes of restorative work Guardian contact 	<ul style="list-style-type: none"> 60 minutes of restorative work 1-2 period suspension possible Restorative conference with student, teacher, and admin Guardian contact 	<ul style="list-style-type: none"> 90 minutes of restorative work 2-3 period suspension Restorative conference with student, guardian, teacher, and admin Counselor referral
- Major or repetitive: Student does not follow repeated directions or requests from staff; action interrupts or stops instruction, event or program; administrator or supervisor support required	<ul style="list-style-type: none"> After-school detention 1 day class suspension Restorative circle* Guardian + student conference 	<ul style="list-style-type: none"> 1-2 period suspension Restorative circle* Guardian + student reintegration conference Counselor referral 	<ul style="list-style-type: none"> Possible 1-3 day suspension Guardian + student conference Conflict circle* Counselor follow-up
Drugs and Controlled Substances			
- Selling, buying, distributing	<ul style="list-style-type: none"> Suspension pending expulsion process (Ed. Code required) Expulsion recommended Police report Guardian, student, counselor and admin conference 		
- Possession	<ul style="list-style-type: none"> 1 day in-school suspension (counseling embedded) Brief Intervention Sessions Guardian + student conference Item turned over to police Restorative circle* 	<ul style="list-style-type: none"> 2-3 day in-school suspension Guardian + student conference Item turned over to police Restorative circle* Counselor follow-up 	<ul style="list-style-type: none"> 1-5 day suspension Possible expulsion recommendation Guardian + student conference Item turned over to police Restorative circle* Counselor follow-up
- Under the influence	<ul style="list-style-type: none"> 1 day in-school suspension (counseling embedded) Brief Intervention Sessions Guardian + student conference Restorative circle* Counselor referral 	<ul style="list-style-type: none"> 2-3 day in-school suspension Guardian + student conference Restorative circle* Counselor follow-up Random bag checks possible 	<ul style="list-style-type: none"> 1-5 day suspension Possible expulsion recommended Guardian + student conference Counselor follow-up Random bag checks possible
Drug Paraphernalia			
- Possession	<ul style="list-style-type: none"> 1 day in-school suspension (counseling embedded) Brief Intervention Sessions Guardian + student conference Item turned over to police Restorative circle* 	<ul style="list-style-type: none"> 2-3 day in-school suspension Guardian + student conference Item turned over to police Restorative circle* Counselor follow-up Random bag checks possible 	<ul style="list-style-type: none"> 1-5 day suspension Guardian + student conference Item turned over to police Counselor follow-up Random bag checks possible
- Sale	<ul style="list-style-type: none"> 1 day in-school suspension (counseling embedded) 	<ul style="list-style-type: none"> 2-3 day in-school suspension Guardian + student conference 	<ul style="list-style-type: none"> Suspension pending expulsion process (Ed. Code required)

	<ul style="list-style-type: none"> Brief Intervention Sessions Guardian + student conference Item turned over to police Restorative circle* 	<ul style="list-style-type: none"> Item turned over to police Restorative circle* Counselor follow-up 	<ul style="list-style-type: none"> Expulsion recommended Guardian + student conference Item turned over to police
Electronics			
-Possession or use	<ul style="list-style-type: none"> Device taken and logged in the office 	<ul style="list-style-type: none"> Device taken and logged in the office, guardian phone call to release 	<ul style="list-style-type: none"> 3rd - Device taken and logged in office, guardian pick up 4th - Device taken and logged in office, guardian/student/admin conference
-Recording a fight	<ul style="list-style-type: none"> 3 hours of community service Reflection assignment Guardian contact 	<ul style="list-style-type: none"> 6 hours of community service Reflection assignment Guardian contact 	<ul style="list-style-type: none"> 9 hours of community service Reflection assignment Guardian contact
Falsifying Records	<ul style="list-style-type: none"> Guardian + student conference Reflective assignment Warning of loss of privilege related to falsification/positions of trust 	<ul style="list-style-type: none"> Guardian + student conference Reflective assignment Loss of privilege related to falsification/positions of trust 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Reflective assignment Loss of positions of trust
- Falsely representing people or facts on school documents			
Fire Alarms	<ul style="list-style-type: none"> 1-2 day in-school suspension Reflective assignment Restorative circle 	<ul style="list-style-type: none"> 1-2 day suspension Reflective assignment Restorative circle 	<ul style="list-style-type: none"> 3-5 day suspension Reflective assignment Restorative circle
- Pulling			
Gambling	<ul style="list-style-type: none"> After-school detention Confiscation of equipment for guardian pick-up Restorative circle 	<ul style="list-style-type: none"> 1 period suspension Confiscation of equipment Guardian + student conference Restorative circle Counselor referral 	<ul style="list-style-type: none"> 1+ day in-school suspension Confiscation of equipment Guardian + student conference Restorative circle Counselor referral
Harassment & Bullying	<ul style="list-style-type: none"> After-school detention Guardian + student conference Conflict resolution or restorative circle* Educational/reflective assignment 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Conflict resolution or restorative circle* Educational/reflective assignment Harassment contract Counselor referral 	<ul style="list-style-type: none"> 1-5 day suspension Guardian + student conference Conflict resolution or restorative circle* Educational/reflective assignment Counselor follow-up Possible schedule change
- Unwelcome comments [spoken, written, electronic] or acts, which are ongoing, one-sided and make the recipient feel powerless and/or creates a hostile environment			
Hate Acts	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the consequences for hate speech 	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the consequences for hate speech 	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the consequences for hate speech
- Harmful action against someone for their real or perceived identify.			
Hate Speech	<ul style="list-style-type: none"> Guardian contact Research and written reflection about the specific area of hate Restorative circle* Make amends with group impacted Counselor referral 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Research and written reflection Restorative circle* Make amends with group impacted Counselor referral 	<ul style="list-style-type: none"> 1-5 day suspension Guardian + student conference Research and written reflection Restorative circle* Make amends with group impacted Counselor follow-up
- Slur or derogatory comment about one's real or perceived identity. This includes body size, disability, gender, nationality, race, religion, or sexual orientation.			
Incendiary Devices (matches, lighters, etc.)			
-Possession	<ul style="list-style-type: none"> 30 minutes of restorative work Guardian contact Confiscation of Item Restorative circle 	<ul style="list-style-type: none"> 60 minutes of restorative work Guardian contact Confiscation of Item Restorative circle 	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Confiscation of Item Restorative circle Random bag checks in morning
-Use (lighting something on fire)	<ul style="list-style-type: none"> 1 day suspension Guardian conference Confiscation of Item Restorative circle 	<ul style="list-style-type: none"> 2 day suspension Guardian conference Confiscation of Item Restorative circle 	<ul style="list-style-type: none"> 3 day suspension Guardian conference Confiscation of Item Restorative circle Random bag checks in morning
Offensive Comment	<ul style="list-style-type: none"> Behavior reflection form Conflict resolution Guardian contact 	<ul style="list-style-type: none"> 30 minutes of restorative work Behavior reflection form Conflict resolution Guardian contact 	<ul style="list-style-type: none"> 60 minutes of restorative work Behavior reflection form Conflict resolution Guardian contact Counselor referral
- Harmful or offensive comment that is not about a person's identify.			

Retaliation - Harming someone because they caused or reported harm	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the following: Guardian contact Restorative circle* Counselor referral 	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the following: 1 day in-school suspension Guardian + student conference Restorative circle* Counselor referral Retaliation contract 	<ul style="list-style-type: none"> See the consequence for each act plus any or all of the following: 1-5 day suspension Guardian + student conference Restorative circle* Counselor follow-up Retaliation contract
Roughhousing (not fighting)	<ul style="list-style-type: none"> Verbal warning Teacher notifies asst. principal 	<ul style="list-style-type: none"> After-school detention Guardian contact Conflict resolution Counselor referral 	<ul style="list-style-type: none"> 1 + period suspension Guardian + student conference Conflict resolution Counselor follow-up
Selling, Buying, or Trading Items	<ul style="list-style-type: none"> Items, or \$ earned, are returned to original owner Items confiscated for guardian pickup Guardian contact + policy signed 	<ul style="list-style-type: none"> After-school detention Items, or \$ earned, are returned to original owner Items confiscated for guardian pickup Guardian contact 	<ul style="list-style-type: none"> 5 hours of community service Items, or \$ earned, are returned to original owner and guardian to pick up Guardian + student conference
Sexual Harassment - Verbal/visual (creating or displaying pictures, signs, gestures, inappropriate material or verbal statement) - Physical contact (of another in the act of harassment), includes pansting - Continual verbal, visual, or physical sexual harassment	<ul style="list-style-type: none"> 1 day in-school suspension Guardian + student conference Restorative circle* Counselor referral 	<ul style="list-style-type: none"> 1-3 day suspension Conference with student, guardian, and counselor Restorative circle* Restorative project or training Counselor referral Harassment contract 	<ul style="list-style-type: none"> 3-5 day suspension Conference with student, guardian, and counselor Restorative circle* Restorative project or training Possible schedule change Counselor follow-up
Tardy			
Theft/Possession of Stolen Property	<ul style="list-style-type: none"> After school detention Restitution to individual(s) and community Guardian + student conference Restorative circle* Counselor referral 	<ul style="list-style-type: none"> 1-2 day in-school suspension Restitution to individual(s) and community Guardian + student conference Police contacted if necessary Restorative circle* Counselor follow-up 	<ul style="list-style-type: none"> 3+ day in-school suspension Restitution to individual(s) and community Guardian + student conference Police contacted if necessary Restorative circle* Counselor follow-up
Threats (student) - Witness intimidation using harassment and/or threat - Threat of death or grave bodily injury	<ul style="list-style-type: none"> 1 day suspension in or out-of-school Crisis Response Protocol Guardian + student conference Conflict resolution or restorative circle* Counselor referral Police report possible 	<ul style="list-style-type: none"> 2-3 day suspension Crisis Response Protocol Guardian + student conference Conflict resolution or restorative circle* Counselor follow-up Police report possible 	<ul style="list-style-type: none"> 3-5 day suspension Crisis Response Protocol Expulsion recommendation possible Guardian + student conference Conflict resolution or restorative circle* Counselor follow-up Possible report possible
Threats (staff) - Threat of death or grave bodily injury against school official, or against school property	<ul style="list-style-type: none"> 1-2 day suspension Crisis Response Protocol Guardian + student conference Police report Restorative conference* Counselor referral Consider class change 	<ul style="list-style-type: none"> 2-3 day suspension Crisis Response Protocol Guardian + student conference Police report Restorative conference* Counselor follow-up Consider class change 	<ul style="list-style-type: none"> 3-5 day suspension Crisis Response Protocol Expulsion recommendation possible Guardian + student conference Police report Restorative conference* Counselor follow-up Consider class change
Vandalism, Graffiti, Destruction of Property - Destruction or harm to school or personal property requiring clean up or resulting in financial loss	<ul style="list-style-type: none"> 1 day in-school suspension 30 minutes restorative work Guardian + student conference Police report possible 	<ul style="list-style-type: none"> 2 day in-school suspension 60 minutes restorative work Guardian + student conference Police report possible 	<ul style="list-style-type: none"> 3 day in-school suspension 90 minutes restorative work Guardian + student conference Police report possible

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

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

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

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

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

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

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of September 25, 2018

ITEM: ALBANY AQUATIC CENTER FISCAL SOLVENCY PLAN

**PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL
AMANDA MENDIETA, AQUATIC CENTER DIRECTOR AND
FACILITY USE COORDINATOR**

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: Approve the Albany Aquatic Center Fiscal Solvency Plan, which includes adjustments to the Aquatic Center Fee Schedule and changes to the Aquatic Center Unrepresented Classified Employee Salary Schedule for hourly employees.

BACKGROUND INFORMATION:

The District's goal for the Albany Aquatic Center (AAC) is to be self-supporting. In 2017-2018, the Albany Aquatic Center fell short of this goal by approximately \$100,000 due to major repairs, new equipment purchase, less classes offered due to shortage of staff, and an increase in staff benefits. The AAC was able to offer lessons for about 4,300 students in 2017-18 while it used to serve 5,500 students.

DETAILS:

As staff continues to promote classes and programs to the public, evaluate existing classes, and review operating hours and employee scheduling, we are proposing the following:

1. Increase fees for classes and pool usage
2. Increase salary for hourly employees (to attract and recruit more staff so more classes can be offered.)

Aquatic Center Fee Schedule

The following changes to the Albany Aquatic Center Fee Schedule are being proposed and recommended by Staff and the current Pool Committee. The fees for drop-in swims, monthly passes, and 15-punch passes have not been increased since the facility opened in 2012. Swim lesson fees have only been increased once by \$1 per class. Further, due to a history of minimal sales of the monthly swim pass, we are proposing to remove this option. As a replacement, AAC will offer an annual pass at the current monthly pass rates times 12. Unlike many of the other aquatic programs in the Bay Area, AAC offers an indoor facility, warmer water temperature in pools, warmer ambient air, and a year round

program which attracts more public usage. AAC currently has a waiting list of people who want to take classes.

Aquatic Center Unrepresented Classified Salary Schedule

The pay rates in the Unrepresented Classified Salary Schedule for the Aquatic Center have only been increased once since the Aquatic Center opened. We are currently offering pay rates significantly below the average in the Bay Area. We need to raise wages in order to attract and retain quality staff. Lack of programming due to low staff is one of the direct reasons we are seeing a budget shortfall. The more programs we can offer; the more income we can generate.

Attached are the following:

- Exhibit A: Proposed Fee Schedule
- Exhibit B: Fee Comparison Chart
- Exhibit C: Proposed Aquatic Center Unrepresented Classified Employee Salary Schedule
- Exhibit D: Salary Schedule Comparison Chart
- Exhibit E: Pricing Worksheet for Swim Lessons (\$33K)
- Exhibit F: Pricing Worksheet for Daily Fees and Passes (\$14K)

If the Albany Aquatic Center Fiscal Solvency Plan is approved, AAC will begin recruiting staff, creating additional classes, adjusting the fee schedule, and be ready for implementation on January 1, 2019.

KEY QUESTIONS AND ANSWERS:

Q. How much additional income do we expect to generate with this plan?

A. We are expecting additional income of approximately \$47,000 (\$33K from swim lessons and \$14K from Daily Fees and 15-Punch Pass) annually.

FINANCIAL INFORMATION:

Funding Source: Increase revenue of approximately \$47,000 in 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.*

RECOMMENDATION: Approve the Albany Aquatic Center Fiscal Solvency Plan which includes adjustments to the Aquatic Center Fee Schedule and changes to the Aquatic Center Unrepresented Classified Employee Salary Schedule for hourly employees.



Albany Aquatic Center
 1311 Portland Ave.
 Albany, CA 94706
 (510) 559-6640
albanypool@ausdk12.org
swimlessons@ausdk12.org

Exhibit A: Proposed Fee Schedule

Albany Aquatic Center Fee Schedule Effective January 1, 2019

Daily Fees

<u>Drop in</u>	<u>Fee</u>
Adult (18-64)	\$7.00
Senior (65+) / Disabled / Veteran	\$5.25
Youth (5 – 17)	\$4.25
Toddler (0-4) / Facility Use	\$3.00
Water Fitness Class	\$10.00

Passes

<u>15 - Punch Pass</u>	<u>Resident</u>	<u>Non-Resident*</u>
Adult (18-64)	\$86.00	\$99.00
Senior (65+) / Disabled	\$68.00	\$78.00
Youth (5 – 17)	\$53.00	N/A
Water Fitness Class (14-64)	\$109.00	\$125.00
Senior / Disabled Water Fitness Class (65+)	\$90.00	\$104.00

<u>Annual Pass</u>	<u>Resident</u>	<u>Non-Resident*</u>
Adult (18-64)	\$1008.00	\$1160.00
Senior (65+) / Disabled / Veteran	\$720.00	\$828.00
Youth (5 – 17)	\$672.00	N/A

Swim Lessons (price per class)

<u>Type</u>	<u>Length (min)</u>	<u>Resident</u>	<u>Non-Resident*</u>
Group	25	\$13.50	\$15.55
Private	25	\$33.00	\$38.00

*Non-Resident rate is based on a 15% increase. We have used 15% since the Aquatic Center opened in 2012.



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Exhibit B: Fee Comparison Chart

ALBANY UNIFIED SCHOOL DISTRICT Albany High School Aquatics Center 2018 Fee Comparison Chart																			
Lap Swim/ Rec Swim	El Cerrito		Newark		Highlands		SFO Rec		Emeryville		Richmond Plunge		City of Oakland		AVG	Albany Current		Albany Proposed	
	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res		Res	Non-Res	Res	Non-Res
Daily																			
Adult	\$ 6.00		\$ 9.00		\$ 5.00	\$ 10.00	\$ 6.00		\$ 6.00	\$ 7.00	\$ 5.00	\$ 6.25	\$ 8.00		\$6.83	\$ 6.00		\$ 7.00	
Senior/Disabled	\$ 4.00		\$ 7.00		\$ 5.00	\$ 10.00	\$ 5.25						\$ 6.00		\$6.21	\$ 4.25		\$ 5.25	
Youth	\$ 4.00		\$ 3.00		\$ 3.00	\$ 3.00	\$ 1.00		\$ 3.00		\$ 3.00	\$ 3.75	\$ 3.00		\$2.97	\$ 4.00		\$ 4.25	
Tot/Facility Use/Shower	\$ 3.00		\$ 3.00		\$ -		\$ 1.00				\$ 2.00	\$ 2.50	\$ 3.00		\$2.07	\$ 3.00		\$ 3.00	
Punch Pass/Swim																			
Adult	\$ 4.70	\$ 5.90	\$ 5.40	\$ 7.20			\$ 5.50				\$ 4.50	\$ 5.63	\$ 5.00		\$5.48	\$ 5.13	\$ 5.93	\$ 5.75	\$ 6.61
Senior			\$ 4.50	\$ 5.75									\$ 3.10		\$4.45	\$ 3.60	\$ 4.13	\$ 4.50	\$ 5.18
Youth	\$ 3.50														\$3.50	\$ 3.40		\$ 3.50	
Tot/Facility Use															n/a	\$ 2.53		remove	
Annual Pass																			
Adult																\$84/mo		\$1,008.00	\$1,160.00
Senior																\$60/mo		\$720.00	\$ 828.00
Youth																\$56/mo		\$672.00	
Water Fitness																			
Drop In	\$ 9.00		\$12.00		\$10.00		\$ 9.00		\$ 7.00		\$ 8.00	\$10.00	\$ 8.00		\$9.13	\$ 10.00		\$ 10.00	
Punch	\$ 6.83	\$ 9.08	\$10.00	\$11.00	\$ 8.00		\$ 7.40				\$ 8.00	\$10.00	\$ 8.00		\$8.70	\$ 5.93	\$ 6.80	\$ 7.25	\$ 8.34
Senior Punch Pass	\$ 5.80	\$ 7.42	\$10.00	\$11.00	\$ 7.00		\$ 3.80				\$ 8.00	\$10.00	\$ 6.00		\$7.67			\$ 6.00	\$ 6.80
Lessons																			
Group (25 min)	\$10.00	\$13.00	\$ 9.00	\$10.00	\$12.44	\$14.44	\$12.25		\$10.80	\$11.50	\$12.00	\$15.00	\$ 8.75	\$10.50	\$11.51	\$ 10.75	\$ 12.37	\$ 13.50	\$ 15.55
Private (25 min)	\$28.00	\$33.00	\$36.00	\$38.00	\$31.00	\$36.00	\$75.00		\$21.66	\$23.45	\$21.00	\$26.25	\$25.00	\$30.00	\$32.64	\$ 28.12	\$ 32.50	\$ 33.00	\$ 38.00

*All prices listed represent averages of actual prices offered.
** Annual pass includes facility closures based on 330 open days per year



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Exhibit C: Proposed Aquatic Center Unclassified Certified Salary Schedule

Position	Step A	Step B	Step C	Step D
Lifeguard/Front Desk	\$15.00	\$15.75	\$16.75	\$17.50
Swim Instructor	\$17.00	\$18.25	\$19.50	\$21.00
Senior Guard	\$16.00	\$16.75	\$17.75	\$18.50

Exhibit D: Salary Schedule Comparison Chart

ALBANY UNIFIED SCHOOL DISTRICT														
Albany High School Aquatics Center														
Lifeguard/Swim Instructor Pay Rates														
	El Cerrito		Richmond Plunge		Newark		Highlands		SFO Rec		Hayward		San Mateo	
	Start Range	End Range	Start Range	End Range	Start Range	End Range	Start Range	End Range	Start Range	End Range	Start Range	End Range	Start Range	End Range
Lifeguard / Front Desk	\$14.45	\$17.18	\$16.16	\$18.71	\$12.00	\$15.00	\$13.00	\$17.00		\$18.50	\$13.65	\$15.80	\$15.38	\$16.58
Swim Instructor	\$16.76	\$22.14	\$16.16	\$19.67	\$12.50	\$30.00	\$15.00	\$32.00		\$20.50	\$16.32	\$17.98	\$20.29	\$24.19
Senior Guard	\$17.18	\$21.12	\$16.16	\$19.64	\$15.00	\$21.00	\$17.00	\$19.00			\$17.13	\$19.84	\$17.76	\$21.22
	AVG		Albany Current		Albany Proposed									
	Start Range	End Range	Start Range	End Range	Start Range	End Range								
Lifeguard / Front Desk	\$14.11	\$16.97	\$12.00	\$15.00	\$15.00	\$17.50								
Swim Instructor	\$16.17	\$23.78	\$13.00	\$16.00	\$17.00	\$21.00								
Senior Guard	\$16.71	\$20.30	\$15.75	\$17.75	\$16.00	\$18.50								



Albany Aquatic Center
1311 Portland Ave.
Albany, CA 94706
(510) 559-6640

albanypool@ausdk12.org
swimlessons@ausdk12.org

Exhibit E: Pricing Worksheet for Swim Lessons

ALBANY UNIFIED SCHOOL DISTRICT					
Albany High School Aquatics Center					
2019 Pricing Worksheet					
Current Group Lessons (6 classes)	64.50(R)/74.25(NR)				
Income	number of students		Program cost		Income
Tuition	4.00		\$ 64.50		\$ 258.00
Expenses				% of Income	
	Program Hours	Rate			
Salary	3 (30mins * 6 classes)	\$ 14.50	\$ 43.50	Instructor	
	3 (30mins * 6 classes)	\$ 13.50	\$ 40.50	Lifeguard	
TOTAL SALARY			\$ 84.00		
*Additional Associated Cost			\$ 40.98		
				Total Expenses	\$ 124.98
				Net Income	\$ 133.02
Proposed Group Lessons (6 classes)	81(R)/93.25(NR)				
Income	number of students		Program cost		Income
Tuition	4.00		\$ 81.00		\$ 324.00
Expenses				% of Income	
	Program Hours	Rate			
Salary	3 (30mins * 6 classes)	\$ 19.00	\$ 57.00	Instructor	
	3 (30mins * 6 classes)	\$ 16.25	\$ 48.75	Lifeguard	
TOTAL SALARY			\$105.75		
Additional Associated Cost			\$ 51.50		
				Total Expenses	\$ 157.25
				Net Income	\$ 166.75
				Net New Income	\$ 33.73
	Total expected increase in income (33.73 x 1,000) = \$ 33,727.50				
* Additional associated costs include benefitis, overhead, matrieals, equipment and utilities.					
** Based on an average class side. Take the difference between the two net incomes and multiply by about 1000 (we served a little more than 4300 students last year) to get an estimate of income we can expect to genrate.					



Albany Aquatic Center

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Exhibit F: Pricing Worksheet for Daily Fees and Passes

POS Revenue 7/1/17-6/30/18	# of purchases	Old Revenue	New Revenue	Additional Revenue
Drop In - Adult	942.00	72,534.00	81,012.00	8,478.00
Drop In - Senior/Disabled/Veteran	643.00	34,722.00	43,724.00	9,002.00
Drop In - Youth	99.00	5,049.00	5,247.00	198.00
15 Punch - Adult	11,653.00	69,918.00	81,571.00	11,653.00
15 Punch - Senior/Disabled	3,253.00	13,825.25	17,078.25	3,253.00
15 Punch - Youth	5,211.00	20,844.00	22,146.75	1,302.75
	Total projected New Revenue			33,886.75
	Estimated Increase in Hourly Rates			(20,000.00)
		Total projected Net Income		13,886.75

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of September 25, 2018

**ITEM: WEEKDAY CUSTODIAL FEE FOR FACILITY USE BY
NON-AUSD USERS**

**PREPARED BY: AMANDA MENDIETA, AQUATIC CENTER DIRECTOR AND
FACILITY USE COORDINATOR, AND
JACKIE KIM, CHIEF BUSINESS OFFICIAL**

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To Approve 10% Weekday Custodial Fee for Facility Use by Non-AUSD Users

BACKGROUND INFORMATION:

Both AUSD and Non-AUSD Facility Users are currently charged a *weekend* event attendant and custodial clean up rate because a custodian must be staffed each weekend event. This scheduling is outside of normal school hours and outside of their normal work schedule. Community Users are charged \$40/hr. for event attendant and \$40/hr. (2hr minimum) for custodial clean up per event. AUSD facility users are charged a fee of \$20/hr. for event attendant and \$20/hr. (2hr minimum) for custodial clean up per event.

Currently, AUSD and Non-AUSD Facility Users are *not* charged a custodial fee for *weekday* events. This decision was originally made because the event was within the custodian's regularly scheduled shift. However, the custodian still needs to clean the area, and AUSD is covering the cost of any extra supplies needed to maintain our facilities after these events. Many weekday facility users also interrupt the normal custodial schedule, and custodians often need to clean an area twice in one day.

Staff is recommending a 10% custodial fee be charged to *non-AUSD* users for *weekday* events. Facility use requests for January 2019 through June 2019 are approved by the District in late October. Upon approval of this fee increase, the new fee schedule will be implemented on January 1, 2019.

DETAILS: Scenario of renting Ocean View Multipurpose Room for 2 hours:

Facility Use Fees				
Scenario OVMPR (2 hours)	AUSD	* City Of Albany	Direct Rental Cost @ \$25/hr	Fair Rental Cost @ \$53/hr
Weekday Rental				
Facility Use Fee	\$0.00	\$0.00	\$50.00	\$103.00
Event Attendant Fee **	\$0.00	\$0.00	\$0.00	\$0.00
Custodial Fee (min 2 hours) **	\$0.00	\$0.00	\$0.00	\$0.00
Weekday Custodial Fee (10%) ***	\$0.00	\$0.00	\$5.00	\$10.30
Total Fees Paid By User	\$0.00	\$0.00	\$55.00	\$113.30
Weekend Rental				
Facility Use Fee	\$0.00	\$0.00	\$50.00	\$103.00
Event Attendant Fee x 2 hours	\$40.00	\$0.00	\$80.00	\$80.00
Custodial Fee (2 hours)	\$40.00	\$0.00	\$80.00	\$80.00
Weekday Custodial Fee (n/a)	\$0.00	\$0.00	\$0.00	\$0.00
Total Fees Paid By User	\$80.00	\$0.00	\$210.00	\$263.00

* Please note the JUA allows us to charge the City of Albany for Custodial/Event Attendant Fees. AUSD has not required the City of Albany to have an event attendant on site for gym rentals.

** Attendant Fee and Custodial Fee are only applied on weekend events and those events that fall out of a site's normal custodian's schedule on weekdays.

*** New weekday custodial fee will be at 10% charge on the total Facility Use Fee on every facility rented apart from the Aquatic Center. This includes Cougar Field rentals.

KEY QUESTIONS AND ANSWERS:

Q. How much additional income are we expecting?

A. We are expecting additional income of approximately \$20,000 annually.

FINANCIAL INFORMATION: Funding Source: Increase of \$20,000 in General Fund annually.

STRATEGIC OBJECTIVES ADDRESSED:

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



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

RECOMMENDATION: To Approve 10% Weekday Custodial Fee for Facility Use by Non-AUSD Users

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of September 25, 2018

ITEM: **RESOLUTION NO. 2018-19-04: IN SUPPORT OF THE
CITY OF ALBANY’S RESOLUTION DECLARING
NOVEMBER 11-17 AS “NO HATE WEEK” IN ALBANY**

PREPARED BY: **VAL WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: The Board of Trustees to review and approve the Resolution No. 2018-19-04: In Support of the City of Albany’s Resolution Declaring November 11-17 as “No Hate Week” in Albany

BACKGROUND INFORMATION: Mayor Peggy McQuaid has been working on the regional committee for No Hate Week, and she brought a resolution to the City Council on September 4, 2018 declaring November 11-17 as “No Hate Week” in Albany. This resolution aligns with their strategic plan/goal 2.2A1 - Identify Outreach Strategies and Programs to Support Inclusivity.

The Albany Unified School District’s strategic plan, goal #2 states that “*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.*” The AUSD resolution supporting the City of Albany’s declaration of November 11-17 as “No Hate Week” supports our goal of providing a safe and healthy learning environment for all students.

FINANCIAL INFORMATION: NONE

STRATEGIC OBJECTIVES ADDRESSED:



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



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

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



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

RECOMMENDATION: Approve Resolution No. 2018-19-04: In Support of the City of Albany's Resolution Declaring November 11-17 as "No Hate Week" in Albany

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 2018-19-04:

**In Support of the City of Albany’s Declaration of November 11 – 17 as
“No Hate Week in Albany”**

WHEREAS, since January 2017, there has been an alarming increase in fringe ideologies using hatred as a means of intimidation; and

WHEREAS, numerous policy positions, from wanting to build a wall to most recently separating families at the border, combined with the actions and rhetoric of President Trump, have fueled the normalization of hateful and racist discourse; and

WHEREAS, attacks on immigrants, Muslims, people of color, women, the LGBTQI community, and our most vulnerable are now commonplace, resulting in an uptick in hate crimes and the open promotion of xenophobic ideas; and

WHEREAS, in response to the numerous events and to clearly state our shared values, Berkeley developed the Berkeley Stands United Against Hate campaign, which was adopted by the City of Albany as well as several other cities in the Bay Area, and served as a uniting and hopeful beacon amidst a challenging time, declaring our commitment to inclusivity; and

WHEREAS, to further respond to the divide currently facing our nation, cities across the Bay Area are organizing a “No Hate Week” that will take place November 11-17, 2018;

THEREFORE, the Albany Unified School District supports the City of Albany’s declaration of November 11 – 17 as “No Hate Week in Albany” and will support and encourage appropriate educational and community events.

PASSED AND ADOPTED by the Governing Board of Education of the Albany Unified School District of the County of Alameda, this 25th day of September, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of September 25, 2018

ITEM: MASTER CONTRACT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND DISCOVERY ACADEMY

PREPARED BY: DIANE MARIE, DIRECTOR OF SPECIAL EDUCATION

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

Board of Trustees to review and ratify the Master Contract between Albany Unified School District and Discovery Academy.

BACKGROUND INFORMATION:

Discovery Academy is a residential treatment center that provides basic education and related services for students whose needs cannot be met in a public school setting.

DETAILS:

Discovery Academy will provide basic education, room and board and related services for a District student.

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

KEY QUESTIONS AND ANSWERS:

Q. Why is this contract being ratified?

A. The District needed to arrange placement in order to meet the student's educational needs.

FINANCIAL INFORMATION:

Not to exceed \$98,940.00

STRATEGIC OBJECTIVES ADDRESSED:



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



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

RECOMMENDATION: Ratify the Master Contract between the Albany Unified School District and Discovery Academy

*Nonpublic, Nonsectarian
School/Agency Services*

Master Contract

2018-19

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Contract Year: 2018-2019

LEA: Albany Unified School District

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

Discovery Academy

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 28th day of August, between the Albany Unified School District (hereinafter referred to as "LEA") and Discovery Academy (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Program (hereinafter referred to as "IEP"), and/or Individual Family Service Plan (hereinafter referred to as IFSP)
- b) The Collaborative: The Bay Area Collaborative represents ten (10) SELPAs and Member NPA/S (see appendix A for a complete listing and contact information). Nonpublic schools and nonpublic agencies that are contracting with in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area

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

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

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

2) DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

3) TERM OF MASTER CONTRACT

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

4) CERTIFICATION AND LICENSES

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

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

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

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

5) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

6) RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

7) INTEGRATION / CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

8) INDIVIDUAL SERVICES AGREEMENT

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

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

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

ADMINISTRATION OF CONTRACT

9) NOTICES

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

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

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

10) MAINTENANCE OF RECORDS

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

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

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

11) SEVERABILITY CLAUSE

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

12) SUCCESSORS IN INTEREST

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

13) VENUE AND GOVERNING LAW

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

14) MODIFICATIONS AND AMENDMENTS

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

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

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

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

16) INSURANCE

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

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

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

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

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

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

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

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

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

17) INDEMNIFICATION AND HOLD HARMLESS

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

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

18) INDEPENDENT CONTRACTOR

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

19) SUBCONTRACTING

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

20) CONFLICTS OF INTEREST

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

21) NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

22) FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

23) GENERAL PROGRAM OF INSTRUCTION

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

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

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

b) Transportation Services:

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

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

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

24) INSTRUCTIONAL MINUTES

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

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

25) CLASS SIZE

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

26) CALENDARS

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

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

27) DATA REPORTING

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

28) LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

29) STATEWIDE ACHIEVEMENT TESTING

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

30) ATTENDANCE AT DISTRICT MANDATED MEETINGS

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

31) POSITIVE BEHAVIOR INTERVENTIONS

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

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

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

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

32) STUDENT DISCIPLINE

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

33) IEP / IFSP TEAM MEETINGS

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

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

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

34) SURROGATE PARENTS AND FOSTER YOUTH

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

35) DUE PROCESS PROCEEDINGS

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

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

36) COMPLAINT PROCEDURES

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

37) LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

38) TRANSCRIPTS

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

39) LEA STUDENT CHANGE OF RESIDENCE

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

40) WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

41) PARENT ACCESS

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

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

42) SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

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

43) LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

44) STATE MEAL MANDATE

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

45) MONITORING

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

PERSONNEL

46) FINGERPRINT CLEARANCE REQUIREMENTS

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

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

47) STAFF QUALIFICATIONS

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

48) VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

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

49) STAFF ABSENCE

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

HEALTH AND SAFETY MANDATES

50) HEALTH AND SAFETY

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

51) FACILITIES, FACILITIES MODIFICATIONS AND FIRE DRILLS

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

52) ADMINISTRATION OF MEDICATION

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

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

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

53) INCIDENT/ACCIDENT REPORTING

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

54) MANDATED REPORTING REQUIREMENTS

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

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

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

55) SEXUAL HARASSMENT

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

56) REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

58) RIGHT TO WITHHOLD PAYMENT

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

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

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

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

59) PAYMENT FROM OUTSIDE AGENCIES

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

60) PAYMENT FOR STUDENT ABSENCES

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

- i) **Positive Attendance Method**

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

- ii) **Excused Absence Method**

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

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

61) NONPUBLIC AGENCY PUPIL ABSENCE

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

62) INSPECTION AND AUDIT

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

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

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

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

63. RATE SCHEDULE

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

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

The CONTRACTOR: Discovery Academy

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: \$117.00/day, \$2,110.00/month

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 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)	\$3,165.00 \$106.00	Month Day
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)		
Non- Medical Care, Room and Board	\$5,275.00 \$176.00	Month 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 \$98,940.00

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

CONTRACTOR	DISTRICT
Discovery Academy	Albany Unified School District
 (Signature & Date) 9/17/18	(Signature & Date)
Brent Hall Executive Director	Diane Marie Director of Special Education
Notices to Contractor shall be addressed to: Discovery Academy	Notices to LEA shall be addressed to: Albany Unified School District Special Education Office Attn: Victoria Berndt
105 North 500 West	819 Bancroft Way
Provo, UT 84601	Berkeley, CA 94710
Phone: 801-374-2121 Fax: 801-373-4451 Email: Website:	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 September 25, 2018

ITEM: PROVISIONAL INTERNSHIP PERMIT

PREPARED BY: CHERYL COTTON, DIRECTOR, HUMAN RESOURCES

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: The purpose of this item is for the Board to approve the Provisional Internship Permit in Science: Biological Sciences.

BACKGROUND INFORMATION:

The Provisional Internship Permit, or PIP, allows an employing agency to fill an immediate staffing need by hiring an individual who has not yet met the subject matter competence requirement needed to enter an intern program. Holders of the PIP are restricted to service with the employing agency requesting the permit.

To qualify for the PIP, the district must show that it has conducted a diligent search for a suitable credentialed teacher through job announcements, college and university contacts, and internet job advertisements. The district must also provide orientation, guidance and assistance during the valid period of the PIP to the permit holder. The Human Resources staff will continue to work with the permit holder to provide assistance in meeting subject-matter competence as needed and will apprise the individual of the steps required to earn a credential in California.

DETAILS:

Sarah Ward is being hired as a Biology Teacher serving 9th-12th grade students at Albany High School on a PIP. She was issued a PIP for the Oakland Unified School District by the Commission on Teacher Credentialing (CTC) on January 1, 2018. The PIP expires February 2, 2019. Per CTC regulation, this permit must be transferred to the current employing agency.

In August 2018, Ms. Ward completed the Harvard Teacher Fellows Program which also includes her Masters in Education. She anticipates her degree will be conferred in November 2018. In 2016, she received her Bachelor of Arts degree in Molecular and Cellular Biology at Harvard College.

KEY QUESTIONS AND ANSWERS:

Q. Is a teacher who holds a PIP qualified to teach in California?

A. Yes. A teacher is qualified to teach in California based on the PIP. Because Ms. Ward received a PIP for her work in OUSD, we must now apply for the PIP for Albany Unified School District. The PIP will be valid through the original expiration date of February 1, 2019. The PIP cannot be renewed. In Ms. Ward's case, once her credential and Masters have been conferred, we will assist her in applying for her California teaching credential.

Q. Why does the BOE need to approve a PIP if the candidate has completed a teacher credential program?

A. Until degrees are conferred and all other credentialing requirements are met, we are unable to apply for a teaching credential. For candidates who completed their program in the summer, Harvard University will award degrees in November of the same year. A degree cannot be conferred until the diploma is awarded.

FINANCIAL INFORMATION:

None.

STRATEGIC OBJECTIVES ADDRESSED:



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



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

RECOMMENDATION: APPROVE THE PROVISIONAL INTERNSHIP PERMIT IN SCIENCE:
BIOLOGICAL SCIENCES