

**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

NOVEMBER 13, 2018

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

***Open Session: 6:30 p.m. - 9:35 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) 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) ● California School Employees Association (CSEA) ● Service Employees International Union (SEIU) </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

6:30 p.m.

(10 mins.)

Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 6:30 p.m. to conduct the remainder of its meeting, reserving the right to return to Closed Session at any time.

A) CALL TO ORDER (Reconvene to Open Session)

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) READING OF 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 September 11, 2018 Regular Board Meeting------(pg.5)
- 2) Human Resources
 - a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order------(pg.12)
- 3) Business Services
 - a) September and October 2018 Warrant Reports------(pg.14)
 - b) September and October 2018 Donation Reports------(pg.45)
- 4) Curriculum, Instruction, and Assessment
 - a) Independent Contractor Agreement with LEAP for Elementary Enrichment:
Dance at Ocean View------(pg.48)
 - b) Independent Contractor Agreement with Play-Well TEKologies for Elementary Enrichment:
STEM using LEGO at Ocean View------(pg.57)
 - c) Independent Contractor Agreement with Berkeley Chess School for Elementary Enrichment:
Chess at Marin------(pg.66)
 - d) Overnight Field Trip: Albany Middle School to Cazadero Music Camp
in Cazadero, California------(pg.75)
- 5) Student Services
 - a) Independent Contractor Agreement with Regents of University of California,
On Behalf of its Berkeley Campus for Vision Screening------(pg.77)

H) BOARD AND SUPERINTENDENT REPORTS**6:40 p.m.**

(5 mins.)

I) STUDENT BOARD MEMBERS' REPORT**6:45 p.m.**

(5 mins.)

J) PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA**6:50 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**6:55 p.m.**

1) Education Update: California School Dashboard Local Indicators------(pg.86)
(10 mins.)

2) Special Education Update------(pg.112)
(10 mins.)

L) REVIEW AND DISCUSSION**7:15 p.m.**

1) Superintendent: Budget Advisory Committee Report------(pg.114)
(45 mins.)

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

1) Human Resources:
a) Recommendation to Designate Certificated Employees to Permanent and Probationary Status------(pg.144)
(5 mins.)

b) Provisional Internship Permit------(pg.146)
(5 mins.)

2) Special Education: Master Contract Between Albany Unified School District and Seneca Family of Agencies------(pg.148)
(5 mins.)

3) Student Services: Independent Contractor Agreement with the Challenge Day Program------(pg.198)
(10 mins.)

4) Superintendent:
a) Board Bylaw 9320 - Meetings And Notices------(pg.208)
(10 mins.)

- b) Albany Unified School District Board Governance Handbook -
Annual Reorganization of the Board------(pg.216)
(10 mins.)
- c) Board of Education Self Evaluation - Evaluation Instrument------(pg.218)
(30 mins.)

- 5) Business Services: Independent Contractor Agreement with Beacon Consulting Group for
Prop 39 and Energy Efficiency Projects------(pg.225)
(15 mins.)

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

9:30 p.m.

(5 mins.)

V. ADJOURNMENT

9:35 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
November 15, 2018: Special Work Study: Temporary Housing for Elementary Students	7:00 - 9:00 p.m.	Ocean View Elementary - MPR 1000 Jackson St., Albany, CA
November 27, 2018 - Regular Meeting	7:00 - 9:30 p.m.	Albany City Hall

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

ALBANY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

MINUTES OF REGULAR MEETING **(DRAFT TO APPROVE)**

September 11, 2018

*In Observance of Rosh Hashanah, Open Session began at sunset

I. OPENING BUSINESS

A) CALL TO ORDER

President Black called the meeting to order at 6:30 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, Jackie Kim, Chief Business Official

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

- 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

B) 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 7:32 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; Marie Williams, Director III, Curriculum, Instruction, and Assessment; Carrie Nerheim, Director, Student Services; Diane Marie, Director III, Special Education
3. **Staff Excused:** Dax Kajiware, Director, Technology

Since this was on September 11, President Black called for a moment of silence in memory of all those who have paid a sacrifice.

C) PLEDGE OF ALLEGIANCE

D) READING OF AUSD MISSION & VISION STATEMENT

Student Board Members Mallah and Weinstein read the AUSD Mission and Vision statement.

E) REPORT OF ACTION TAKEN IN CLOSED SESSION

President Black reported that the Board completed its evaluation of the Superintendent and has decided to maintain her current contract. Board members have met individually with the Superintendent and have discussed with the Superintendent areas of strength and areas in which they desire improvement.

F) APPROVAL OF AGENDA

Having no discussion or comment on the Agenda, President Black requested a motion.

Motion: Board Member Trutane moved to Approve: *Albany Unified School District Board of Education Agenda for the September 11, 2018 Regular Meeting*. Seconded by Board Member Blanchard. 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) *Resolution 2018-19-03: The Adoption of Annual Appropriations Limits (Gann Limit)*
- 3) Curriculum, Instruction, and Assessment
 - a) *Bi-Annual Field Trip Report: Spring 2018*
 - b) *Overnight Field Trip: Albany High School Cross Country Team to Asics Clovis Invitational in Fresno, California*
 - c) *Overnight Field Trip: Albany High School to Stanford Model United Nations Conference at Stanford University in Palo Alto, California*
 - d) *Overnight Field Trip: Albany High School to Coastal Region High School Honor Choirs in San Mateo, California*
 - e) *Overnight Field Trip: Albany High School Theatre Ensemble to Oregon Shakespeare Festival in Ashland, Oregon*

- f) *Overnight Field Trip: Albany High School All-Choir Spring Tour to Anaheim, California*
- g) *Overnight Field Trip: Albany Middle School Chamber Choir to Milpitas, California*

4) Special Education

- a) *Master Contract Between Albany Unified School District and Bright Path Therapists*
- b) *Master Contract Between Albany Unified School District and Staff Rehab*

Changes to Consent Calendar: Strike Item G3f (pages 21-22) from the Consent Calendar as it was submitted incorrectly.

Motion: President Black requested a motion to Approve with this change: *Consent Calendar*.

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

H) BOARD AND SUPERINTENDENT REPORT

Superintendent Williams reported that this Friday there is an Albany High School football game at De Anza High School, and encouraged the community to come out and support the team. She also encouraged the community to look at the other sports that are being played throughout the year and attend as many as possible to support our students.

She reported that the Albany Education Foundation New Teacher gathering is Monday, September 17th at Little Star Pizza at 4:00 p.m. and she encouraged all new teachers to attend.

She will be at the City Parks and Recreation Committee Meeting this week. She has been working with the City as the Middle School Annex is being built.

Finally, she reported that AUSD had a booth at the Solano Stroll on Sunday, September 9th, and received many positive comments and questions about the Middle School Annex, as well as on the report about academic scores. This was the second year AUSD participated in the Solano Stroll.

President Black reported at the Solano Stroll, he stopped to listen to the Albany High Jazz Band, who was wonderful. He stated that he was impressed with the students who only had a couple of weeks to rehearse, and with the teachers who are able to catch the students up so quickly.

Board Member Blanchard congratulated Student Board Member Weinstein for her award, and asked her to comment.

Student Board Member Weinstein reported that she received the 2018 Diller Teen Tikkun Olan Award, a \$36K scholarship that is given to 15 students nationwide. She stated that it was an incredible honor to receive it and to be able to connect with so many other amazing people.

Board Member Blanchard added that this award cited Weinstein's work in helping organize Speak. Members of the Board congratulated Ms. Weinstein on her award.

Board Member Trutane reported things happening in Sacramento. On August 31, the Assembly passed the Healthy School Hours Bill, a bill that mandates an 8:30 a.m. start time for secondary schools across the state. There are many exceptions for rural districts and small districts, but for districts such as AUSD, it would mandate an 8:30 a.m. start time. The Assembly passed the bill, but the Governor still needs it. The bill itself includes some years of implementation, and if it does pass, it would not impact AUSD until the 2020-2021 school year.

Board Member Clark added that he is on the Wellness Committee with Board Member Trutane, and thanked her and everyone else on the committee who have been working on this important issue.

I) STUDENT BOARD MEMBERS' REPORT

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

Marin Elementary:

- Marin had their first monthly *Marin Morning* on September 5th. Students, parents and faculty members sang songs and enjoyed the community time in the crisp early morning.
- On Friday, September 14th, Marin will host an *International Potluck*. Bring a dish of your choice and celebrate the start of the school year with the Marin community.

Cornell Elementary:

- Cornell Elementary will have a *PTA Ice Cream Social* on Friday, September 21st.
- *A Work Party* will be held on September 22nd. Parents, students and community members are all welcome.
- *Back to School Night* will be hosted Thursday, September 13th.

Ocean View Elementary:

- *Back to School Night* will be hosted on Thursday, September 13th, along with a *Teacher and Staff Appreciation Potluck*.
- An *Ice Cream Social* will be taking place on September 22nd.

Albany Middle School:

- *Back to School Night* will be hosted on September 20th.
- The first AMS Parent Teacher Association (PTA) meeting will be also be held on September 20th.
- AMS Fall Sports Parent Meeting will be on September 12th and fall sports will begin soon after.

Albany High School:

- Tomorrow, September 12th, students will attend *Club Rush* and explore the student groups of Albany High.
- *Back to School Night* will also be on September 12th.

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

No one addressed the Board.

K) STAFF REPORTS

1) 2018 Summer School Report: Credit Recovery Program, Extended School Year Program, and English Language Development (ELD) Summer Bridge Program

Heather Duncan, Principal of Cornell Elementary and Summer School Principal for Summer 2018, reviewed her report submitted in the board packet. To listen to this report in full, please watch the [BOE Video](#) at 15:00).

L) REVIEW AND ACTION

1) Business Services

a) 2017-2018 Unaudited Actuals Financial Report (30 mins.)

Jackie Kim, Chief Business Official, reviewed the Unaudited Actuals Financial Report for 2017-18, as presented in the Board packet materials.

Board Member Blanchard commented that there were several years of declining enrollment and it looks like our numbers are coming back up again. Superintendent Williams provided the most up-to-date total enrollment numbers for 2018-19: 3,703, an increase of 65 students from last year. There were eight (8) new interdistrict transfers; and renewed approximately 415 interdistrict transfers.

The Board and staff discussed briefly the structural deficit and the actual deficit from last year. Board Member Blanchard stated that in the Estimated Actuals, we had previously thought there would be a net decrease in the fund balance of \$1.3 million, but it was only a decrease of \$600,000. The reason there was a difference is because we did not spend \$800,000 of restricted funding that we thought we were going to spend last year. Chief Business Official Kim added that there is a \$71K variance in the Unrestricted General Fund.

Karen DeHart asked for clarification on the reserve. Chief Business Official responded that the state requires 3%, but AUSD Board Policy is 9%. The 9% is critical because it represents the districts expenditures for 1 month (i.e. District can pay all expenses for 1 month). We are currently operating on a 9% reserve; however, in 3 years we will have a 0% reserve because we will have a net deficit.

To listen to this report in full, please watch the [BOE Video](#) at 34:22).

Motion: Board Member Blanchard moved to Receive and Approve: 2017-2018 Unaudited Actuals Financial Report. Motion seconded by Student Board Member Weinstein, and passed unanimously.

b) Appointment of Budget Advisory Committee* (15 mins.)

Superintendent Williams clarified that the Board backup for the purpose of the Budget Advisory Committee included old language regarding “the purpose of the committee.” At the August 14, 2018 Board Meeting, the Budget Advisory Committee was approved with these changes to the

language (below); furthermore, this correct language was stated on the public posting and application:

The purpose of the committee is to **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.~~

The positions for the Budget Advisory Committee is to be made up the following positions: 2 Parents; 1 ATA Representative; 1 CSEA Representative; 1 SEIU Representative; and 1 Site Administrator. Accordingly, the following people have applied for positions on the Budget Advisory Committee (the applications for each candidate were sent to the Board members under separate cover as they contained confidential information):

- Parent: Jessica Cross
- Parent: An (Joseph) Vu
- Parent: Ben Wallace
- ATA: Stephen Naiff
- CSEA: D. Morgan Paschke
- SEIU: Richard Betz
- Site Administrator: Darren McNally

The Board and Staff discussed that were three parents who applied to be on the committee, but only 2 spots available for parents. The Board would like all three parents to be able to participate on the committee so as to not lose the expertise each candidate offers. However, since the size and composition of the committee was decided and approved at a previous Board meeting, adding a third parent would require the Board to change and approve the composition of the committee before appointing its members. This would also delay the formation of the committee. It was decided that in order to avoid changing the size and composition of the committee, 1 of the parent positions would be a shared appointment between 2 parents. A shared appointment would consist of only one vote. Candidate Joseph Vu addressed the Board and stated that he would accept a shared parent position.

Motion: Board Member Trutane moved to Accept these *Appointments to the Budget Advisory Committee*, with **Jessica Cross serving in 1 Parent position, and Joseph Vu and Ben Wallace would share 1 Parent position.** The motion was seconded by Vice President Stapleton-Gray, and passed unanimously.

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- Audrey Mallah, Student Board Member, commented that she and fellow Student Board Member Michaela Weinstein, worked with Principal Ritchie and Vice Principal Pratt on the Albany High School Behavior Matrix, and were able to come to an agreement.
- Superintendent Williams will work on a joint City Council/AUSD School Board meeting.

- Vice President Stapleton-Gray requested to agendize a discussion on elementary students receiving 2nd language instruction.
- Student start times now passed by Assembly and Senate. On Governor's desk to review. Vice President Stapleton-Gray added that he would like to look at time and space at schools (i.e. times between classes, school start times, final exams).
- Michaela, Student Board Member wants to be on the Wellness Committee.
- Board Member Clark asked about PE requirements to run the mile in 10 minutes. Superintendent Williams will report back in a Friday update.
- Discussion regarding sports and PE and exemption from school credit if athlete. Can credits for other programs (dance, rowing, etc.) be transferred or used to fulfill PE credit? A Staff Report will be added to the Governance Calendar with more information on this.
- Board Member Trutane asked for an Enrollment report for this year. Superintendent Williams stated that it is on the Governance Calendar.
- Board Retreat Saturday, September 15, 2018 at Albany Middle School Library. Public is welcome to attend.

V. ADJOURNMENT

The Board adjourned at 8:50 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
September 15, 2018 SM: BOE Retreat	1:00 – 4:00 p.m.	Albany Middle School Library 1259 Brighton Ave, Albany, CA 94706
October 9, 2018	7:00 - 9:30 p.m.	Albany City Hall

Personnel Assignment Order: Pending Approval

BOE Meeting: 11/13/2018

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	Mitchell-Wise, Maureen	CO	0.27	9/4/2018	6/14/2018	Approve	GF
Coach, Speech and Debate	Stein, Paul	AHS	\$3,387.97	9/1/2018	12/31/2018	Approve	ASB

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	De Laere, Elsie	MA	0.20	9/30/2018		Approve	
Executive Chef	Hoffman, Clell	CK	1.00	10/31/2018		Approve	
Teacher	Bradbury, Cynthia	ACC	1.00	10/26/2018		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 Assistant I	Clark, Sheena	CK	0.50	9/27/2018		Approve	CK
Enrichment, Poetry	Seevak, Allison	CO, MA, OV	\$36.83/hour	10/15/2018		Approve	Enrichment
Music Assistant	Rees, Mary	CO, MA, OV	\$26.00/hour	9/4/2018		Approve	AMF
Music Assistant	Flaherty, Mary	CO, MA, OV	\$26.00/hour	9/4/2018		Approve	AMF
Café Assistant I	Kapoor, Kusum	AHS	0.50	10/29/2018		Approve	CK
Para-educator, General Education	Bloom, Yael	MA	0.10	9/21/2018		Approve	CK

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>
Café Assistant I	Lyles, Stacy	CK	\$15.16/hour	9/26/2018		Approve	
Para-educator, General Education	Yavuzer, Berrin	CO	\$15.17/hour	10/15/2018		Approve	
Aquatic Manager	Tang, Christina	Pool	0.88	10/10/2018		Approve	
Para-educator, Special Education	Medrano, Erick	SE	0.80	10/22/2018		Approve	
Secretary III	Lindsay, Jessica	AMS	1.00	10/19/2018		Approve	

Category: Status Change

<i>Position</i>	<i>Name</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Secretary III from Secretary I	Santoyo, Maria	AMS	1.00	10/22/2018		Approve	
Lead Custodian from Custodian	Fosselius, Peter	CO	1.00	11/1/2018		Approve	

Café Assistant II from Café Assistant I	Howard, Ka'Jean	CK	0.50	9/27/2018	Approve
Secretary I from Clerk II	Bakkenta, Minka	AMS	1.00	10/22/2018	Approve

Class: Uncompensated Service

Category: Volunteer

<i>Position</i>	<i>Name</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
	Brodsky, Molly			11/14/2018			
	Richerson, Ruth			11/14/2018			

ReqPay12c

Board Report

September 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51057047	09/25/2018	DELTA DENTAL CLIENT SERVICES	010-9534	10/18 DELTA DENTAL		8,136.83
51057048	09/25/2018	BANKCARD CENTER	010-4300	HR CREDIT CARD EXPENSES	442.06	
				SUPT. CREDIT CARD EXPENSES	154.42	
51057049	09/25/2018	Christin Feuerstraeter C/O Cornell School	010-5812	HR CREDIT CARD EXPENSES	1,085.63	1,682.11
			010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		25.23
51057050	09/25/2018	Adrienne Kohn C/O Cornell Elem	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		37.27
51057051	09/25/2018	OUTWARD BOUND CALIFORNIA	010-5810	MAC HIGH ROCK CLIMBING TRIP		200.00
51057052	09/25/2018	BANCROFT CENTER INC.	010-5621	DISTRICT OFFICE LEASE		8,148.60
51106321	09/06/2018	ING Northern Annuity FBO-Albany Unified School Dist	Cancelled			63.48 *
		Cancelled on 09/07/2018, Cancel Register # AP09102018				
51110450	09/04/2018	ACADEMIC THERAPY PUBLICATIONS	010-4300	SPECIAL EDUCATION TESTING MATERIALS	95.40	
				Unpaid Sales Tax	7.40-	88.00
51110451	09/04/2018	ACSIG - VISION INSURANCE	Cancelled	04/18 VISION		11,497.50 *
		Cancelled on 10/02/2018				
51110452	09/04/2018	ALAMEDA COUNTY OFFICE OF ED	010-5800	18/19 HR CONSORTIUM		200.00
51110453	09/04/2018	ALHAMBRA	010-4300	AAC WATER DELIVERY	73.07	
			130-4300	FOOD SERVICE WATER DELIVERY	17.15	90.22
51110454	09/04/2018	AMAZON CAPITAL SERVICES, INC.	010-4300	FOOT REST - D.O.	54.86	
				Unpaid Sales Tax	4.87-	49.99
51110455	09/04/2018	APPLE COMPUTER INC.	010-4400	MACBOOK PROS - TECH REFRESH		1,869.65
51110456	09/04/2018	AT&T	010-5930	05/19-06/18 SERVICE	647.66	
				07/07-08/06 SERVICE	182.20	
				07/19-08/18 SERVICE	124.24	
				07/19-08/18 SERVICE	1,001.07	
			120-5930	07/19-08/18 SERVICE	19.36	1,974.53
51110457	09/04/2018	AUTOMATIC RESPONSE SYSTEMS	010-5800	DISTRICT OFFICE SHREDDING SERVICE		75.00
51110458	09/04/2018	BEAR COM.	010-4300	MARIN WALKIE TALKIES		2,583.01
51110459	09/04/2018	BOOKSOURCE	010-4100	HIGH/LOW NONFICTION BOOKS		1,624.72
51110460	09/04/2018	CDW GOVERNMENT INC	010-4300	CHROMEBOOKS - TECH	112,301.96	
			010-6288	SCI & AP SUPPORT & LICENSES, RUCKUS WIFI	5,061.45	117,363.41
51110461	09/04/2018	COPY EXPRESS	010-5870	AMS ORIENTATION FORMS		102.89
51110462	09/04/2018	EAGLE GRAPHICS	010-4300	D.O. ENVELOPES		319.39
51110463	09/04/2018	EBMUD	010-5555	05/29-07/30 SERVICE		8,707.87
51110464	09/04/2018	FEDEX	010-5920	SHIPPING CHARGES		65.71

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51110465	09/04/2018	GRANICUS, INC.	010-5825	MINUTES MAKER		140.00
51110466	09/04/2018	DAVID HAUPERT C/O ALBANY MIDDLE	010-4305	LATINO BRIDGE EVENT EXPENSES		81.47
51110467	09/04/2018	HEINEMANN	010-5200	BENCHMARK ASSESSMENT SYSTEMS PD SUPPORT		7,200.00
51110468	09/04/2018	Heinemann	010-4100	BENCHMARK ASSESSMENT SYSTEMS	40,806.12	
				UNITS OF STUDY	5,813.88	
			010-4300	BENCHMARK ASSESSMENT SYSTEMS - SPED	510.75	
				CORNELL CLASSROOM MATERIALS	1,249.51	48,380.26
51110469	09/04/2018	WELLS FARGO EQUIPMENT FINANCE	010-7438	EQUIPMENT RENTAL	61.91	
			010-7439	EQUIPMENT RENTAL	824.57	886.48
51110470	09/04/2018	ALMA HERNANDEZ	010-4305	LATINO BRIDGE EVENT EXPENSES		54.64
51110471	09/04/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	OCEAN VIEW COPIER USAGE		23.01
51110472	09/04/2018	LAKESHORE	010-4300	DONATION - CORNELL CLASSROOM PRIVACY PARTITIONS	37.91	
				MARIN CLASSROOM SUPPLIES	167.05	
			120-4300	OVC CLASSROOM SUPPLIES	376.69	581.65
51110473	09/04/2018	OFFICE DEPOT	010-4300	AHS SUPPLIES	6,042.03	
				AMS SUPPLIES	5,369.07	
				CORNELL SUPPLIES	43.40	
				DONATION - CORNELL SUPPLIES	178.21	11,632.71
51110474	09/04/2018	PAR, INC.	010-4300	SPECIAL EDUCATION FORMS	362.30	
				Unpaid Sales Tax	28.58-	333.72
51110475	09/04/2018	NCS PEARSON, INC.	010-4300	SPECIAL EDUCATION ASSESSMENT MATERIALS		1,362.46
51110476	09/04/2018	PG&E	010-5520	07/06-08/05 SERVICE	143.35	
				07/07-08/06 SERVICE	6,001.75	6,145.10
51110477	09/04/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		1,515.02
51110478	09/04/2018	SAN FRANCISCO STATE UNIVERSITY	010-4300	INTERN FEE		1,000.00
51110479	09/04/2018	SUNESYS, LLC	010-5800	08/18 SERVICE		1,487.06
51110480	09/04/2018	TIME TIMER LLC	010-4300	AMS TIMERS	85.50	
				Unpaid Sales Tax	7.60-	77.90
51110481	09/04/2018	WESTERN PSYCHOLOGICAL SERVICES	010-4300	SPECIAL EDUCATION MATERIALS	131.89	
				Unpaid Sales Tax	1.12-	130.77
51111234	09/05/2018	ACSIG - VISION INSURANCE	010-9534	08/18 VISION		11,318.65
51111235	09/05/2018	ALAMEDA COUNTY OFFICE OF ED	010-5800	18/19 PONY MAIL		6,404.71
51111236	09/05/2018	MICHELLE ASELSTINE C/O ALBANY HIGH	010-4305	LATINO BRIDGE EXPENSES		126.90
51111237	09/05/2018	AT&T	010-5930	07/19-08/18 SERVICE		432.60

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51111238	09/05/2018	AUSD REVOLVING FUND	010-9200	PAYROLL STIPEND		4,284.41
51111239	09/05/2018	EPES	010-5830	AHS ACCOUNTING SOFTWARE		168.00
51111240	09/05/2018	GREAT AMERICAN LEASING CORP.	010-5611	SELPA COPIER LEASE		245.38
51111241	09/05/2018	JENNIFER GRIPMAN C/O CORNELL	010-4305	REIMB FOR SUMMER WORKSHOP SUPPLIES		36.80
51111242	09/05/2018	NATASHA D. LIMONES	010-5825	SELPA PSW PD		7,300.00
51111243	09/05/2018	OFFICE DEPOT	010-4300	CORNELL SUPPLIES	215.42	
				D.O. SUPPLIES	741.56	
			120-4300	ACC SUPPLIES	681.25	1,638.23
51111244	09/05/2018	SPURR	010-5520	07/31 CHARGES	9,488.15	
			120-5520	07/31 CHARGES	20.13	9,508.28
51111754	09/07/2018	ALBANY TIRE SERVICE	010-5670	DISTRICT VEHICLE MAINT/SERVICE		111.15
51111755	09/07/2018	AT&T	010-5930	07/19-08/18 SERVICE		789.69
51111756	09/07/2018	BYU INDEPENDENT STUDY BYU CONTINUING EDUCATION	010-5800	VARIOUS INDEPENDENT STUDY COURSES		431.00
51111757	09/07/2018	LOREE BRUCKMANN-HARMON C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		184.74
51111758	09/07/2018	CULTURE SHOCK YOGURT	130-4700	YOGURT		240.00
51111759	09/07/2018	DELTA DENTAL CLIENT SERVICES	010-9534	09/18 DELTA DENTAL		8,136.83
51111760	09/07/2018	DEPARTMENT OF JUSTICE	010-5838	LIVE SCAN FEES		243.00
51111761	09/07/2018	BANKCARD CENTER	010-4300	CORNELL CREDIT CARD EXPENSES		148.28
51111762	09/07/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		788.80
51111763	09/07/2018	GOLD STAR FOODS	130-4700	FOOD		318.25
51111764	09/07/2018	Hayes Distributing Inc.	130-4700	FOOD		4,254.46
51111765	09/07/2018	MAGGIORA BAKING CO	130-4700	FOOD		91.50
51111766	09/07/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	AHS ATHLETICS TRANSPORTATION (9035)		1,767.50
51111767	09/07/2018	NANCY MITCHNER	010-5825	ORIENTATION & MOBILITY SERVICES		675.00
51111768	09/07/2018	OFFICE DEPOT	010-4300	D.O. SUPPLIES		104.18
51111769	09/07/2018	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		1,380.61
51111770	09/07/2018	REBECCA SPRENGER C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		199.28
51111771	09/07/2018	SCVSFSA - Super Co-Op	130-5300	18/19 FOOD SERVICE MEMBERSHIP		185.71
51111772	09/07/2018	WASTE MANAGEMENT OF ALAMEDA	010-5515	07/18 SERVICE	3,669.41	
			120-5515	07/18 SERVICE	176.60	3,846.01
51111773	09/07/2018	WEST ED	010-5800	HEALTHY KIDS SURVEY		1,100.00
51111774	09/07/2018	PARENT	010-5827	* ACADEMIC SERVICES		4,942.39

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51111775	09/07/2018	WICHT CONSULTING INC.	010-5200	PD EXPENSES	711.21	
			010-5825	08/23-08/24 PD	4,000.00	4,711.21
51111776	09/07/2018	JOANNE RUTH WILE	010-5825	MENTAL HEALTH COORDINATOR		1,000.00
51111777	09/07/2018	YONDR	010-9508	PHONE FREE-SPACE		1,080.00
51111778	09/07/2018	DERIVI CASTELLANOS ARCHITECTS	010-5800	ALBANY STATE FUNDING SUPPORT	5,335.00	
				DISTRICT-WIDE LEAD TESTING	1,047.50	
				GENERAL FACILITIES & MAINTENANCE SUPPORT	2,052.25	
			211-5825	DISTRICT OFFICE MOVE COORDINATION	18,653.16	
			211-6234	CORNELL ENROLLMENT CENTER REMODEL	16,935.52	
				OCEAN VIEW DESIGN MANAGEMENT	7,238.30	51,261.73
51112083	09/10/2018	CAS Inspections, Inc. Neil Brodhead	211-6261	INSPECTOR OF RECORD SERVICES - AMS ANNEX PROJ		14,400.00
51112084	09/10/2018	SHAYNA CITRENBAUM	010-5838	LIVE SCAN FEES		20.00
51112085	09/10/2018	DAVID COONS C/O OCEAN VIEW	010-5838	LIVE SCAN FEES		20.00
51112086	09/10/2018	MERI CORPUZ	010-5838	LIVE SCAN FEES		20.00
51112087	09/10/2018	LEO CORZO-CLARK	010-5838	LIVE SCAN FEES		20.00
51112088	09/10/2018	EMILY DeWOLF	010-5838	LIVE SCAN FEES		20.00
51112089	09/10/2018	SEYEDEH HAMI	010-5838	LIVE SCAN FEES		20.00
51112090	09/10/2018	MELINDA LANDRY	010-5838	LIVE SCAN FEES		20.00
51112091	09/10/2018	KRISTIN NICHOLS C/O STUDENT SERVICES	010-5838	LIVE SCAN FEES		20.00
51112092	09/10/2018	JONAS NYKAMP	010-5838	LIVE SCAN FEES		20.00
51112093	09/10/2018	AVA PEDERSEN	010-5838	LIVE SCAN FEES		20.00
51112094	09/10/2018	LAURA POLLOCK	010-5838	LIVE SCAN FEES		20.00
51112095	09/10/2018	JORDAN QUACH	010-5838	LIVE SCAN FEES		20.00
51112096	09/10/2018	MARY RHODES	010-5838	LIVE SCAN FEES		20.00
51112097	09/10/2018	MARY ANN SCHEUER	010-5838	LIVE SCAN FEES		20.00
51112098	09/10/2018	ERNESTINA THOMPSON	010-5838	LIVE SCAN FEES		20.00
51112590	09/12/2018	ACSIG - DELTA DENTAL	010-9534	09/18 COBRA DENTAL	981.60	
				09/18 DENTAL	40,602.40	41,584.00
51112591	09/12/2018	AMAZON CAPITAL SERVICES, INC.	010-4300	AHS BINDERS	77.31	
				AHS CLASSROOM BOOKS	108.02	
				MAGNETIC MARKER HOLDER	12.99	
				STOOLS - AHS APPLIED TECH	322.67	
			120-4300	WATER COOLER - ACC / MAPLES	27.97	
				Unpaid Sales Tax	28.67-	520.29

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51112592	09/12/2018	AUDIO RESOURCE GROUP	010-4300	REPLACEMENT MICROPHONE FOR CORNELL	144.02	
				Unpaid Sales Tax	11.02-	133.00
51112593	09/12/2018	B&H PHOTO-VIDEO	010-4400	LARGE-IMAGE PRINTER	972.39	
				Unpaid Sales Tax	86.39-	886.00
51112594	09/12/2018	BATTALION ONE	010-5670	DISTRICT FIRE ALARM TESTING, SERVICE & REPAIRS		12,030.00
51112595	09/12/2018	BEAR COM.	120-4300	CHARGING CRADLES FOR ACC RADIOS		126.51
51112596	09/12/2018	BEST EQUIPMENT CO., LLC	010-5800	SERVICE DISTRICT FIRE EXTINGUISHERS		2,946.49
51112597	09/12/2018	JUSTINE BRIONES C/O OCEAN VIEW	Cancelled	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		1,537.60 *
		Cancelled on 09/14/2018, Cancel Register # AP09142018B				
51112598	09/12/2018	PARENT	010-5827	* ACADEMIC SERVICES		2,800.00
51112599	09/12/2018	BRITTAN CHOW	010-5838	LIVE SCAN FEE		20.00
51112600	09/12/2018	CLARK PEST CONTROL	010-5800	AQUATIC CENTER PEST CONTROL	225.00	
				DISTRICT PEST CONTROL	1,233.00	
			120-5800	ACC PEST CONTROL	225.00	1,683.00
51112601	09/12/2018	COMMITTEE FOR CHILDREN	120-4300	EARLY LEARNING KIT FOR ACC CLASSROOM - QRIS	1,007.51	
				Unpaid Sales Tax	89.51-	918.00
51112602	09/12/2018	COPY EXPRESS	010-4300	AHS STUDENT PASSES		194.80
51112603	09/12/2018	CRYSTAL CREAMERY	130-4700	DAIRY		669.51
51112604	09/12/2018	CORY DATZ-GREENBERG	010-5838	LIVE SCAN FEE		20.00
51112605	09/12/2018	DAVID GRANT CONSULTANTS	120-5800	ACC NOHO ANNUAL LICENSE & SUPPORT		2,513.76
51112606	09/12/2018	EAST BAY PAINT & DECORATOR CTR	010-4300	DISTRICT PAINT SUPPLIES		485.69
51112607	09/12/2018	EBMUD	010-5555	05/08-07/09 SERVICE	1,145.62	
				05/25-07/26 SERVICE	475.87	
				05/29-07/30 SERVICE	1,557.63	
				06/26-08/23 SERVICE	496.99	
				07/03-08/30 SERVICE	1,226.10	
				07/20-08/20 SERVICE	1,952.86	6,855.07
51112608	09/12/2018	EUNICE GOURMET	010-4300	LUNCH - SPECIAL ED PARA TRAINING		240.00
51112609	09/12/2018	NAZAFARIN FARZAM	010-8699	STALE DATED PR CK# 10820470		925.69
51112610	09/12/2018	FOLLETT SCHOOL SOLUTIONS	010-4100	AHS HISTORY & SOCIAL SCIENCE CURRICULUM		5,865.04
51112611	09/12/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		743.50

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51112612	09/12/2018	GALVIN APPLIANCE	010-4300	ELECTRIC OVENS FOR AHS		2,960.55
51112613	09/12/2018	E3 DIAGNOSTICS	010-5600	ANNUAL CALIBRATION OF AUDIOMETER		90.00
51112614	09/12/2018	Heinemann	010-4100	Fountas & Pinnell LLI Blue Choice Library - AMS	1,267.61	
				TCRWP ORDER	52,157.32	
			010-4300	TCRWP ORDER	20,040.77	73,465.70
51112615	09/12/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	12,285.25	
			120-4300	ACC CUSTODIAL SUPPLIES	1,708.14	13,993.39
51112616	09/12/2018	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		2,001.99
51112617	09/12/2018	PARENT	010-5827	* SPECIALIZED ACADEMIC SERVICES		12,400.00
51112618	09/12/2018	JOHNSON CONTROLS	010-5800	AMS & AHS MONITORING SERVICES		1,089.96
51112619	09/12/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AMS COPIER USAGE	8.96	
				CORNELL COPIER USAGE	113.79	122.75
51112620	09/12/2018	LANER ELECTRIC SUPPLY CO INC	010-4300	ELECTRICAL SUPPLIES		76.48
51112621	09/12/2018	LEXJET	010-6400	HP PRINTER FOR AHS APPLIED TECH		8,010.66
51112622	09/12/2018	ANNE R. MacMILLAN	010-5825	SPECIAL ACADEMIC INSTRUCTION, AUDIOLOGY MAINT, ASSESSMENTS		855.00
51112623	09/12/2018	MAGGIORA BAKING CO	130-4700	FOOD		57.95
51112624	09/12/2018	MARINA MECHANICAL	010-5670	AAC THERMOSTAT	89.74	
				DISTRICT WIDE HVAC REPAIRS	2,925.14	
				FAILING BEARINGS AT AHS	932.81	
				REPAIR OV HVAC UNITS	2,399.24	
			010-9508	AAC HVAC INSPECTIONS	3,524.00	
				AAC THERMOSTAT	605.99	
				HVAC FAN MOTOR - OV RM 41	1,337.14	11,814.06
51112625	09/12/2018	CONSUELLA McELROY	010-5838	LIVE SCAN FEE		20.00
51112626	09/12/2018	MHS INC	010-4300	SPECIAL EDUCATION FORMS		403.00
51112627	09/12/2018	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		175.60
51112628	09/12/2018	OTIS ELEVATOR COMPANY	010-5610	AMS ELEVATOR SERVICE		156.28
51112629	09/12/2018	JANICE OUGH C/O CORNELL SCHOOL	010-5838	LIVE SCAN FEE		20.00
51112630	09/12/2018	MARJORIE PANTONI	010-5838	LIVE SCAN FEE		20.00
51112631	09/12/2018	PG&E	010-5520	07/16-10/17 NONBYPASSABLE CHARGES	13,216.46	
				07/20-08/20 SERVICE	128.48	
				07/23-08/21 SERVICE	12,872.93	
				07/30-08/28 SERVICE	7,973.24	
			120-5520	07/23-08/21 SERVICE	13.20	
				07/30-08/28 SERVICE	917.91	35,122.22
51112632	09/12/2018	PREMIER AGENDAS INC	010-4300	AMS PLANNERS		4,525.55

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51112633	09/12/2018	RED HEN BOOKS & TOYS	010-4300	AHS APPLIED TECH SUPPLIES		821.81
51112634	09/12/2018	ROTO-ROOTER	010-5670	DISTRICT WIDE DRAIN CLEANING		1,218.38
51112635	09/12/2018	SCHOLASTIC INC.	010-4300	18/19 OV CLASSROOM MAGAZINES		2,302.30
51112636	09/12/2018	SCHOOL DATEBOOKS	010-4300	AHS STUDENT PLANNERS		1,113.85
51112637	09/12/2018	EDCLUB INC. TYPING CLUB	010-5830	STUDENT LICENSES		2,360.00
51112638	09/12/2018	WESSNE'S JANITORIAL SERVICE	010-5800	FINAL CLEANING - MONROE		400.00
51112639	09/12/2018	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT WIDE PORTABLE RENT		5,780.90
51112640	09/12/2018	ZHILING XU	010-5838	LIVE SCAN FEE		20.00
51113398	09/14/2018	AMAZON CAPITAL SERVICES, INC.	010-4300	PRIVACY SCREEN	55.15	
				Unpaid Sales Tax	4.67-	50.48
51113399	09/14/2018	BAPPOA	010-5300	AQUATIC CENTER MEMBERSHIP		50.00
51113400	09/14/2018	BLICK ART MATERIALS	010-4300	CHARCOLE FOR AMS CLASSROOM		25.76
51113401	09/14/2018	BONAMI BAKING	130-4700	FOOD		222.00
51113402	09/14/2018	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	010-5838	LIVE SCAN FEES		990.00
51113403	09/14/2018	HEALTH EDUCATION SERVICES	010-4300	AQUATIC CENTER AED PADS		184.02
51113404	09/14/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	13,090.54	
			120-4300	ACC CUSTODIAL SUPPLIES	556.47	13,647.01
51113405	09/14/2018	Adrienne Kohn C/O Cornell Elem	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		162.73
51113406	09/14/2018	KOSS INTERNATIONAL CORP	010-4300	DONATION - CHALK FOR MARIN CHALK IT UP DAY		1,355.62
51113407	09/14/2018	ANNA MANSKER C/O ACC	010-4300	REIMBURSEMENT FOR SUPPLIES		51.78
51113408	09/14/2018	NATIONAL DANCE EDUCATION ORG	010-5200	NDEO CONFERENCE - K. BAKER		480.00
51113409	09/14/2018	NEXTEL COMMUNICATIONS	010-5930	DISTRICT CELL PHONE SERVICE	1,258.35	
			120-5930	DISTRICT CELL PHONE SERVICE	280.24	1,538.59
51113410	09/14/2018	OFFICE DEPOT	010-4300	AHS SUPPLIES	349.88	
				OCEAN VIEW SUPPLIES	11,150.39	11,500.27
51113411	09/14/2018	PASTIME ACE HARDWARE	010-4300	AQUATIC CENTER HARDWARE	14.25	
				DISTRICT HARDWARE	4,147.92	4,162.17
51113412	09/14/2018	PEARSON EDUCATION	010-4100	AHS BOOKS		6,256.25
51113413	09/14/2018	VAN AHN PHAM C/O TECHNOLOGY	010-4315	08/18 MILEAGE REIMBURSEMENT		31.46
51113414	09/14/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		736.44
51113415	09/14/2018	RASKOB INSTITUTE	010-5825	BASIC EDUCATION		911.12
51113416	09/14/2018	SCHOOL OUTFITTERS	010-4300	OCEAN VIEW PROJECTOR SCREENS		417.94
51113417	09/14/2018	NATALIE SLATTERY C/O CORNELL SCHOOL	010-4305	REIMB FOR PD SUPPLIES		73.64
51113418	09/14/2018	SONJA BIGGS EDUCATIONAL SVCS	010-5825	SERVICES FOR VISUALLY IMPAIRED STUDENTS		1,075.50
51113419	09/14/2018	DAVID TRACY C/O TECHNOLOGY	010-4315	08/18 MILEAGE REIMBURSEMENT		30.80

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51113420	09/14/2018	WEST COAST LITERACY WORKSHOP	010-5825	08/24 WCLW PD		1,375.00
51113421	09/14/2018	WIESER EDUCATIONAL	010-4100	AHS ALGEBRA BOOKS		1,366.47
51113699	09/14/2018	MARINA MECHANICAL	010-5670	ACC HVAC INSPECTIONS	665.00	
				AMS HVAC INSPECTIONS	3,250.00	
				CORNELL HVAC INSPECTIONS	1,385.00	
				MARIN HVAC INSPECTIONS	2,880.00	
				OCEAN VIEW HVAC INSPECTIONS	4,500.00	12,680.00
51114083	09/19/2018	A BETTER CHANCE SCHOOL	010-5825	BASIC EDUCATION & RELATED SERVICES		18,827.89
51114084	09/19/2018	ACSIG - VISION INSURANCE	010-9534	09/18 VISION		11,242.00
51114085	09/19/2018	ALAMEDA COUNTY OFFICE OF ED	010-5200	CORE COACHING NETWORK	1,000.00	
			010-5825	08/13 - 08/16 PROFESSIONAL DEVELOPMENT	3,200.00	4,200.00
51114086	09/19/2018	ALHAMBRA	010-4300	DISTRICT OFFICE WATER DELIVERY		110.75
51114087	09/19/2018	AMAZON CAPITAL SERVICES, INC.	010-4300	OCEAN VIEW HEALTH SUPPLIES	159.91	
			120-4300	ACC CUPS	40.67	
				Unpaid Sales Tax	5.89-	194.69
51114088	09/19/2018	AUS WEST LOCKBOX	130-5800	FOOD SERVICE TOWEL & MOP SERVICE		73.95
51114089	09/19/2018	AUTOMATIC RESPONSE SYSTEMS	010-5800	MARIN SHREDDING SERVICE		21.00
51114090	09/19/2018	KATY BABCOCK C/O NR SELPA	010-4315	REIMBURSEMENT FOR SELPA EXPENSES	62.78	
			010-5200	REIMBURSEMENT FOR SELPA EXPENSES	40.77	103.55
51114091	09/19/2018	BATTALION ONE	010-5670	DISTRICT FIRE ALARM TESTING, SERVICE & REPAIRS		480.00
51114092	09/19/2018	CDW GOVERNMENT INC	010-4300	AMS PROJECTOR MOUNTING		883.09
51114093	09/19/2018	COLEMAN'S BUILDING SERVICES	010-5670	DISTRICT CARPET CLEANING		5,562.00
51114094	09/19/2018	COLLEGE BOARD	010-5200	2018 AP CONFERENCE		635.00
51114095	09/19/2018	PARENT	010-5827	* SPECIALIZED ACADEMIC INSTRUCTION		2,370.00
51114096	09/19/2018	CRYSTAL CREAMERY	130-4700	DAIRY		979.07
51114097	09/19/2018	CULTURE SHOCK YOGURT	130-4700	YOGURT		480.00
51114098	09/19/2018	CURRICULUM ASSOCIATES	010-4300	CORNELL QUICKWORD BOOKS		371.35
51114099	09/19/2018	DANIELSEN	130-4700	FOOD & SUPPLIES	1,419.21	
			130-4710	FOOD & SUPPLIES	128.93	1,548.14
51114100	09/19/2018	DISCOUNT SCHOOL SUPPLY	120-4300	CLASSROOM SUPPLIES FOR MAPLES/REDWOODS PROGRAM		361.56
51114101	09/19/2018	BANKCARD CENTER	010-4100	AHS MATH MATERIALS	666.00	
			010-4300	6 DAY GLAD TRAINING (STATON & AIMINO)	2,400.00	
				AAC BATTERIES	21.65	

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51114101	09/19/2018	BANKCARD CENTER	010-4300	AMS BOOKS - BOOK WHISPERER PILOT	1,594.17	
				AMS CLASSROOM FLOCABULARY	192.00	
				SUBSCRIPTIONS		
				AMS CLASSROOM SUPPLIES	368.72	
				AMS PE EQUIPMENT	728.30	
				DONATION - CORNELL CLASSROOM	53.10	
				SUPPLIES		
				EMERGENCY LED FLASHLIGHTS -	55.50	
				CORNELL		
				FIRST AID KIT - STUDENT ENROLLMENT	43.36	
				CENTER		
				MONITOR STAND, AMS SHLEF,	270.16	
				MAILCHIMP		
				STUDENT ENROLLMENT CENTER	78.91	
				FURNITURE		
				STUDENT SERVICES SUPPLIES	29.36	
				TABLE STUDENT ENROLLMENT OFFICE	36.43	
				TK CLASSROOM PHONICS KITS	199.80	
				WATER SERVICE FOR AMS PORTABLES	16.46	
				WHITEBOARD - AMS BAND	189.00	
				WINDOWS 10 PRO UPGRADE - CBO	99.00	
			010-4305	AHS PD LUNCH	653.20	
			010-4400	CBO LAPTOP	1,403.38	
			010-5800	STORAGE UNIT	941.00	
			010-5810	18/19 AMS TOURS / ROSICRUCIAN	2,310.00	
				MUSEUM		
			130-4300	FOOD SERVICE CREDIT CARD	693.08	
				EXPENSES		
			130-4700	FOOD SERVICE CREDIT CARD	2,699.25	
				EXPENSES		
			130-4710	FOOD SERVICE CREDIT CARD	548.98	
				EXPENSES		
			130-5300	FOOD SERVICE CREDIT CARD	300.00	16,590.81
				EXPENSES		
51114102	09/19/2018	EBMUD	010-5555	07/09-09/05 SERVICE		1,955.58
51114103	09/19/2018	FOLLETT SCHOOL SOLUTIONS	010-4100	AHS HISTORY & SOCIAL SCIENCE		986.38
				CURRICULUM		
51114104	09/19/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		474.21

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51114105	09/19/2018	GOLD STAR FOODS	130-4700	FOOD		4,446.85
51114106	09/19/2018	GOPHER SPORTS	010-4300	AMS STEEL BASKETBALL NETS		183.30
51114107	09/19/2018	Hayes Distributing Inc.	130-4700	FOOD		2,278.66
51114108	09/19/2018	WELLS FARGO VENDOR FIN SERV	010-5611	DISTRICT WIDE COPIER LEASE		3,273.42
51114109	09/19/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AMS COPIER USAGE	531.89	
				MARIN COPIER USAGE	136.83	
				OCEAN VIEW COPIER USAGE	101.04	
			120-5610	ACC COPIER USAGE	128.62	898.38
51114110	09/19/2018	LIGHTSPEED TECHNOLOGIES	010-4300	TECH SUPPLIES		1,273.10
51114111	09/19/2018	LINCOLN AQUATICS	010-4300	AAC SUPPLIES		2,691.93
51114112	09/19/2018	MAGGIORA BAKING CO	130-4700	FOOD		109.80
51114113	09/19/2018	MARY & JOES SPORTING GOODS	010-4300	AMS PE UNIFORMS	15,749.13	
				Unpaid Sales Tax	1,399.13-	14,350.00
51114114	09/19/2018	NEOFUNDS BY NEOPOST	010-5910	AMS POSTAGE	546.68	
				D.O. POSTAGE	3,084.90	3,631.58
51114115	09/19/2018	OFFICE DEPOT	010-4300	D.O. SUPPLIES	28.90	
				MARIN SUPPLIES	1,096.10	1,125.00
51114116	09/19/2018	OJO TECHNOLOGY	010-4400	EQUIP/MATL FOR ID BADGE & ACCESS		3,317.30
				CONTROL PRINTER		
51114117	09/19/2018	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		843.18
51114118	09/19/2018	PEARSON EDUCATION	010-4100	AMS CURRICULUM		1,321.74
51114119	09/19/2018	PERMA-BOUND BOOK	010-4100	AMS BOOKS		214.56
51114120	09/19/2018	PRIMIZIE FOODS	130-4700	FOOD		576.00
51114121	09/19/2018	PRO ED	010-4300	SPECIAL EDUCATION BOOKLETS	249.08	
				Unpaid Sales Tax	20.28-	228.80
51114122	09/19/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		756.57
51114123	09/19/2018	REALLY GOOD STUFF	010-4300	MARIN CLASSROOM SUPPLIES		275.31
51114124	09/19/2018	PARENT	010-5827	* ACADEMIC & TRANSPORTATION SERVICES		3,864.29
51114125	09/19/2018	BETH SHEPARD C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		12.68
51114126	09/19/2018	SYSKO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	1,602.03	
			130-4710	FOOD & SUPPLIES	307.09	1,909.12
51114127	09/19/2018	TOSHIBA BUSINESS SOLUTIONS	010-5610	08/02-09/01 AMS COPIES		18.05
51114985	09/21/2018	A & G MUSIC PRODUCTS	010-4300	RECORDERS FOR ELEM MUSIC		1,044.05
51114986	09/21/2018	AMAZON CAPITAL SERVICES, INC.	010-4100	AHS PRECALCULUS BOOKS	1,186.63	
			010-4300	PRIVACY SCREEN FOR ENROLLMENT CENTER	74.63	

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				Unpaid Sales Tax	67.95-	1,193.31
51114987	09/21/2018	BRIAN BIGGS C/O SPECIAL EDUCATION	010-5200	REIMB FOR TRAVEL EXPENSES		115.93
51114988	09/21/2018	CRISIS PREVENTION INSTITUTE, I	010-5300	MEMBERSHIP FEE - POLLARD		150.00
51114989	09/21/2018	DIDAX, INC.	010-4300	PYTHAGOREAN THEOREM TILE SETS FOR AMS MATH	147.30	
				Unpaid Sales Tax	11.70-	135.60
51114990	09/21/2018	DISCOUNT SCHOOL SUPPLY	120-4300	ACC CLASSROOM SUPPLIES - QRIS	356.06	
				CORNELL CHINESE PROGRAM SUPPLIES	252.87	608.93
51114991	09/21/2018	EDUCATORS PUBLISHING SERVICE	010-4100	WORDLY WISE STUDENT BOOKS - AMS		3,521.66
51114992	09/21/2018	WHITNEY FEEHAN	130-8634	LUNCH REFUND		11.25
51114993	09/21/2018	NATHALY GARCIA	130-8634	LUNCH REFUND		24.00
51114994	09/21/2018	Heinemann	010-4300	BENCHMARK ASSESSMENT SYSTEM FOR AMS		513.09
51114995	09/21/2018	SASHA KELLER	130-8634	LUNCH REFUND		47.75
51114996	09/21/2018	LEARNING WITHOUT TEARS	010-4300	TK CLASSROOM MATERIALS		323.33
51114997	09/21/2018	LESLIE CERAMIC & CRAFTS SUPPLY	010-4300	CLAY - AMS		260.11
51114998	09/21/2018	OFFICE DEPOT	010-4300	AMS SUPPLIES	2,183.88	
				CORNELL SUPPLIES	2,520.07	4,703.95
51114999	09/21/2018	OLIVERO PLUMBING CO INC	010-4300	AMS WATER BOTTLE FILLER	3,439.00	
			010-5800	AMS DRINKING FOUNTAIN/INSTALLATION	3,900.00	7,339.00
51115000	09/21/2018	PEARSON EDUCATION	010-4100	AMS SPANISH TEXT BOOKS		12,618.11
51115001	09/21/2018	PG&E	010-5520	08/06-09/05 SERVICE	359.90	
				08/07-09/05 SERVICE	7,019.21	7,379.11
51115002	09/21/2018	RODAN BUILDERS	211-6201	AMS ANNEX PROJECT - PHASE II	7,635.61	
			211-6251	AMS ANNEX PROJECT - PHASE II	401,581.58	409,217.19
51115003	09/21/2018	BANNER BANK (RODAN RETENTION)	211-6201	AMS ANNEX PROJECT - PHASE II	401.87	
			211-6251	AMS ANNEX PROJECT - PHASE II	21,135.88	21,537.75
51115004	09/21/2018	PABLO E. SANCHEZ	010-5800	DISTRICT LANDSCAPING		3,700.00
51115005	09/21/2018	SMART & FINAL	010-4300	ADULT TRANSITION PROGRAM SUPPLIES	24.05	
				AHS CLASSROOM SUPPLIES	109.81	133.86
51115006	09/21/2018	SUNESYS, LLC	010-5800	07/18 SERVICE	1,487.06	
				09/18 SERVICE	1,487.06	2,974.12
51115007	09/21/2018	TEACHERS' CURRICULUM INSTITUTE	010-4100	HISTORY ALIVE! - AMS		475.07
51115008	09/21/2018	TIME FOR KIDS	010-4300	CORNELL CLASSROOM SUBSCRIPTIONS		709.50
51115053	09/21/2018	BANKCARD CENTER	010-4300	OCEAN VIEW CREDIT CARD EXPENSES	169.32	
				SELPA CREDIT CARD EXPENSES	98.36	
			010-4305	AHS CREDIT CARD EXPENSES	271.48	

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51115053	09/21/2018	BANKCARD CENTER	010-4305	CIA CREDIT CARD EXPENSES	1,306.17	
				OCEAN VIEW CREDIT CARD EXPENSES	24.25	
			010-5200	SELPA CREDIT CARD EXPENSES	1,285.70	
			010-5826	SELPA CREDIT CARD EXPENSES	382.61	
			010-5930	SELPA CREDIT CARD EXPENSES	318.63	3,856.52
51115054	09/21/2018	PARENT	010-5827	* ACADEMIC & RELATED SERVICES		8,080.00
51115055	09/21/2018	PURCHASE POWER	010-5910	AHS POSTAGE		3,088.48
51116081	09/24/2018	AMERICAN LOGISTICS COMPANY	010-5825	TRANSPORTATION SERVICES		1,517.89
51116082	09/24/2018	AUS WEST LOCKBOX	130-5800	FOOD SERVICE TOWEL & MOP SERVICE		73.95
51116083	09/24/2018	ALBANY USD	010-5800	RETIREE ANNUITANT LATE FEES		2,400.00
51116084	09/24/2018	ALBANY USD	010-3751	10/18 CALPERS	14,225.10	
			010-3752	10/18 CALPERS	6,254.00	
			010-5800	10/18 CALPERS	1,466.51	
			010-9534	10/18 CALPERS	539,397.98	561,343.59
51116085	09/24/2018	ALBANY USD	010-3752	10/18 BOE CALPERS	133.00	
			010-5800	10/18 BOE CALPERS	26.20	
			010-9534	10/18 BOE CALPERS	11,255.21	11,414.41
51116086	09/24/2018	BERKELEY SIGNS	010-5800	DOOR SIGN FOR BANCROFT LOCATION		350.00
51116087	09/24/2018	DEBORAH BRILL C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SUPPLIES		326.47
51116088	09/24/2018	CALIFORNIA DEPT. OF EDUCATION	Cancelled	17/18 INTEREST EARNED ON FEDERAL FUNDS		954.41 *
		Cancelled on 10/02/2018				
51116089	09/24/2018	CRYSTAL CREAMERY	130-4700	DAIRY		369.42
51116090	09/24/2018	CULTURE SHOCK YOGURT	130-4700	YOGURT		240.00
51116091	09/24/2018	DANIELSEN	130-4700	FOOD & SUPPLIES	1,435.75	
			130-4710	FOOD & SUPPLIES	62.79	1,498.54
51116092	09/24/2018	BANKCARD CENTER	010-4300	CORNELL CREDIT CARD EXPENSES	215.23	
				MAC HIGH CREDIT CARD EXPENSES	83.51	
				SPECIAL EDUCATION CREDIT CARD EXPENSES	45.08	
			010-5200	SPECIAL EDUCATION CREDIT CARD EXPENSES	880.72	1,224.54
51116093	09/24/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		618.99
51116094	09/24/2018	GOLD STAR FOODS	130-4700	FOOD		2,281.40
51116095	09/24/2018	KIMBERLY GRAY C/O AMS	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		55.59
51116096	09/24/2018	DAVID HAUPERT C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SUPPLIES		742.78
51116097	09/24/2018	Hayes Distributing Inc.	130-4700	FOOD		2,767.56

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51116098	09/24/2018	HOUGHTON MIFFLIN COMPANY	010-4100	READING INVENTORY SUBSCRIPTION LICENSES		6,875.00
51116099	09/24/2018	MAGGIORA BAKING CO	130-4700	FOOD		329.40
51116100	09/24/2018	MICHAEL MANN C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		81.58
51116101	09/24/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	AHS ATHLETICS TRANSPORTATION (9035)		2,424.50
51116102	09/24/2018	JANET NICHOLS C/O MARIN SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR SUPPLIES		105.15
51116103	09/24/2018	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		618.14
51116104	09/24/2018	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	1,469.50	
			130-4710	FOOD & SUPPLIES	457.91	1,927.41
51116105	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		646.86
51116106	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,426.72
51116107	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,426.72
51116108	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,645.04
51116109	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,035.39
51116110	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		646.86
51116111	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,426.72
51116112	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,426.72
51116113	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,645.04
51116114	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,147.19
51116115	09/24/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		197.76
51116116	09/24/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		895.24
51116117	09/24/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		756.02
51116118	09/24/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,189.90
51116119	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		120.07
51116120	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,569.60
51116121	09/24/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,569.60
51116122	09/24/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,426.72
51116123	09/24/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,426.72
51116124	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		733.93
51116125	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		756.02
51116126	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,467.54
51116127	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		963.20
51116128	09/24/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,426.72
51116129	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		756.02
51116130	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		756.02

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51116131	09/24/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,177.16
Total Number of Checks					290	1,954,578.85

	Count	Amount
Cancel	4	14,052.99
Net Issue		1,940,525.86

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	241	1,400,834.16
120	Child Development Fund	18	9,790.52
130	Cafeteria Fund	37	37,737.54
140	Deferred Maintenance Fund	1	175.60
211	Measure B 2016A	4	487,981.92
250	Capital Facilities Fund	1	5,780.90
Total Number of Checks		286	1,942,300.64
Less Unpaid Sales Tax Liability			1,774.78
Net (Check Amount)			1,940,525.86

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51046500	10/19/2018	A BETTER CHANCE SCHOOL	010-5825	BASIC EDUCATION & RELATED SERVICES		18,317.89
51046501	10/19/2018	ACSIG - VISION INSURANCE	010-9534	10/18 VISION		12,110.70
51046502	10/19/2018	BAY ALARM	010-5825	DISTRICT OFFICE ALARM MONITORING	882.06	
			010-9508	INSTALL AT NEW DISTRICT OFFICE	250.00	1,132.06
51046503	10/19/2018	BONAMI BAKING	130-4700	FOOD		185.00
51046504	10/19/2018	NATALIE BRICE C/O MARIN	010-4300	DONATION - REIMBURSEMENT FOR SUPPLIES		78.00
51046505	10/19/2018	COLLABORATIVE FOR HIGH PERFORMANCE SCHOOLS, INC.	212-6230	CHPS VERIFIED DESIGN FEE FOR AHS ADDITION		4,500.00
51046506	10/19/2018	PARENT	010-5827	* SPECIALIZED ACADEMIC INSTRUCTION		2,370.00
51046507	10/19/2018	CRYSTAL CREAMERY	130-4700	DAIRY		520.45
51046508	10/19/2018	CULTURE SHOCK YOGURT	130-4700	YOGURT		120.00
51046509	10/19/2018	DANIELSEN	130-4700	FOOD & SUPPLIES	1,596.83	
			130-4710	FOOD & SUPPLIES	45.51	1,642.34
51046510	10/19/2018	BANKCARD CENTER	010-4300	AHS CREDIT CARD EXPENSES	1,332.75	
				AMS QUIZLET SUBSCRIPTIONS	57.58	
				AMS SCRIPPS NATIONAL SPELLING BEE ENROLLMENT	160.00	
				CORNELL CREDIT CARD EXPENSES	258.58	
				CORNELL FLAG	51.20	
				HR CREDIT CARD EXPENSES	129.57	
				OCEAN VIEW CREDIT CARD EXPENSES	295.81	
				SPECIAL EDUCATION CREDIT CARD EXPENSES	285.48	
				MAILCHIMP	20.00	
				WATER SERVICE FOR AMS PORTABLES	405.88	
			010-4305	OCEAN VIEW CREDIT CARD EXPENSES	232.95	
			010-5200	HR CREDIT CARD EXPENSES	527.00	
				SPECIAL EDUCATION CREDIT CARD EXPENSES	2,489.51	
			010-5800	STORAGE FEE	941.00	
			010-5810	CORNELL 4TH GR CAL PERFORMANCES	600.00	
				OV SF SYMPHONY TRIP ON 03/08/19	960.00	
				DEPOSIT FOR MARIN TRIPS TO CREATIVITY MUSEUM	300.00	
			010-5812	HR CREDIT CARD EXPENSES	590.95	

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51046510	10/19/2018	BANKCARD CENTER	130-4300	FOOD SERVICE CREDIT CARD EXPENSES	200.34	
			130-4700	FOOD SERVICE CREDIT CARD EXPENSES	2,352.57	
			130-4710	FOOD SERVICE CREDIT CARD EXPENSES	406.35	
			130-5200	FOOD SERVICE CREDIT CARD EXPENSES	100.00	12,697.52
51046511	10/19/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		709.95
51046512	10/19/2018	GOLD STAR FOODS	130-4700	FOOD		4,529.59
51046513	10/19/2018	Hayes Distributing Inc.	130-4700	FOOD		2,340.38
51046514	10/19/2018	ANNE R. MacMILLAN	010-5825	SPECIAL ACADEMIC INSTR, AUDIOLOGY MAINT, ASSESSMENTS		1,530.00
51046515	10/19/2018	MAGGIORA BAKING CO	130-4700	FOOD		61.00
51046516	10/19/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	AHS ATHLETICS TRANSPORTATION (9035)		3,286.75
51046517	10/19/2018	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		630.19
51046518	10/19/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		748.30
51046519	10/19/2018	SUNESYS, LLC	010-5800	11/18 SERVICE		1,487.06
51046520	10/19/2018	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	1,231.05	
			130-4710	FOOD & SUPPLIES	35.09	1,266.14
51046521	10/19/2018	URBAN FARMER STORE	010-4300	MAINTENANCE SUPPLIES		296.71
51058248	10/25/2018	ALAMEDA COUNTY OFFICE OF ED	010-5200	ELL SEMINAR (KING & CASTRILLON)	300.00	
				ELL SEMINAR (RICHARDSON)	150.00	450.00
51058249	10/25/2018	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	010-5800	AHS FEES		1,377.00
51058250	10/25/2018	ALBANY TIRE SERVICE	130-5670	DISTRICT VEHICLE MAINT/SERVICE		107.59
51058251	10/25/2018	ALHAMBRA	010-4300	AAC WATER DELIVERY		58.07
51058252	10/25/2018	AMAZON CAPITAL SERVICES, INC.	010-4300	AHS PUSH PIN MAGNETS	14.26	
				CORNELL LABELS	90.55	
				ULTIMATE AP BIOLOGY - AHS SCIENCE	30.42	
			120-4300	ACC CLASSROOM SUPPLIES	85.22	
				Unpaid Sales Tax	9.99-	210.46
51058253	10/25/2018	APPERSON	010-4300	AHS SCANTRON FORMS		958.30
51058254	10/25/2018	BANCROFT CENTER INC.	010-5621	DISTRICT OFFICE LEASE		8,148.60
51058255	10/25/2018	BATTALION ONE	010-5670	DISTRICT-WIDE FIRE ALARM TESTING, SERVICE & REPAIRS		350.00
51058256	10/25/2018	BEAR COM.	010-4300	OV WALKIE TALKIE		297.73
51058257	10/25/2018	PARENT	010-5827	* ACADEMIC SERVICES		5,120.00

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51058258	10/25/2018	DEBORAH BRILL C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SUPPLIES		8.94
51058259	10/25/2018	KELLY BRITTON C/O ALBANY MIDDLE	010-5200	REIMBURSEMENT FOR CONFERENCE EXPENSES		20.00
51058260	10/25/2018	LUCY BRYNDZA C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		116.88
51058261	10/25/2018	PARENT	010-5827	* ACADEMIC SERVICES		5,717.00
51058262	10/25/2018	CAROLINA BIOLOGICAL SUPPLY CO	010-4300	AHS SCIENCE SUPPLIES		93.13
51058263	10/25/2018	CDW GOVERNMENT INC	010-4300	AHS CHARGING CART	1,015.19	
				AMS LASERJET PRINTERS	803.46	
				DESK SCANNER - D.O.	350.10	
				LAPTOP, DESKTOP, LICENSES, CABLES - TECH	3,153.49	
				MICE - TECH	73.86	
				MICROSOFT LICENSE	100.00	
				PRINTER FOR AMS CLASSROOM	170.64	
				PROJECTORS, DOC CAMERAS, PROJECTOR LAMPS - TECH	2,954.37	
				TECH ADAPTERS	33.50	
				TECH CABLES	46.61	
				TECH DOCUMENT CAMERAS & CABLES	1,977.24	
				TECH EQUIPMENT FOR CBO LAPTOP	207.49	
				TECH POWER ADAPTERS	381.93	
			010-5610	VCENTER SUPPORT, ACAD VSPHERE 6 ESSENTIALS - TECH	2,984.00	
			010-5830	MICROSOFT VISIO PROFESSIONAL - D.O.	59.68	
			010-6288	RUCKUS SMARTZONE 100 CONTROLLER	2,513.71	
				RUCKUS SMARTZONE SUPPORT	694.00	
				RUCKUS SUPPORT	180.90	
				RUCKUS WIFI & SMART CELL INSIGHT - ACC PORTION	1,362.23	
				RUCKUS WIFI & SMART CELL INSIGHT - AHS PORTION	11,919.47	
				RUCKUS WIFI & SMART CELL INSIGHT - AMS PORTION	11,919.47	
				RUCKUS WIFI & SMART CELL INSIGHT - CORNELL PORTION	6,811.13	
				RUCKUS WIFI & SMART CELL INSIGHT - MARIN PORTION	4,086.68	

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51058263	10/25/2018	CDW GOVERNMENT INC	010-6288	RUCKUS WIFI & SMART CELL INSIGHT - OV PORTION	6,811.13	
			212-4300	MICROSOFT SQL SERVER LICENSE - AMS ANNEX	1,460.00	62,070.28
51058264	10/25/2018	CHROMEBOOKPARTS.com	010-4300	REPLACEMENT BATTERIES FOR STUDENT COMPUTERS	548.64	
				Unpaid Sales Tax	48.74-	499.90
51058265	10/25/2018	CLARK PEST CONTROL	010-5800	AQUATIC CENTER PEST CONTROL		225.00
51058266	10/25/2018	DEBRA DESGROSELLIER C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		94.09
51058267	10/25/2018	BANKCARD CENTER	010-4300	AMS CREDIT CARD EXPENSES	325.00	
				SELPA CREDIT CARD EXPENSES	168.21	
			010-4305	AMS CREDIT CARD EXPENSES	153.15	
			010-5200	SELPA CREDIT CARD EXPENSES	274.92	
			010-5930	SELPA CREDIT CARD EXPENSES	333.58	1,254.86
51058268	10/25/2018	EBMUD	010-5555	08/06-10/05 SERVICE		1,292.62
51058269	10/25/2018	JAMIE FORDYCE C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		69.05
51058270	10/25/2018	GOLD STAR FOODS	130-4700	FOOD		177.52
51058271	10/25/2018	GOPHER SPORTS	010-4300	AMS NOONTIME SUPPLIES		207.70
51058272	10/25/2018	DAVID HAUPERT C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SUPPLIES		144.44
51058273	10/25/2018	Heinemann	010-4100	TSA MATERIALS - P18-01579	129.51	
				UNITS OF STUDY FOR TEACHING READING	577.06	706.57
51058274	10/25/2018	CLELL HOFFMAN C/O CENTRAL KITCHEN	130-4700	REIMBURSEMENT FOR FOOD SERVICE EXPENSES		11.96
51058275	10/25/2018	PARENT	010-5827	* MATH TUTORING		2,960.00
51058276	10/25/2018	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		564.45
51058277	10/25/2018	HOUGHTON MIFFLIN COMPANY	010-4300	SCHOLASTIC MATH - TEACHER GUIDE FOR CORNELL		181.92
51058278	10/25/2018	HELEN JIANG C/O CENTRAL KITCHEN	130-4315	08/28-10/09 MILEAGE REIMB		30.75
51058279	10/25/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	DISTRICT OFFICE COPIER USAGE		278.33
51058280	10/25/2018	LAKESHORE	010-4300	DONATION - MAGNETIC LETTERS KIT FOR CORNELL		112.25
51058281	10/25/2018	LIGHTSPEED TECHNOLOGIES	010-4300	FLEXMIKE FOR CORNELL	1,306.02	
				TECH POWER ADAPTER	31.82	1,337.84
51058282	10/25/2018	HOUGHTON MIFFLIN HARCOURT	010-4300	CORNELL MATH MATERIALS		94.60
51058283	10/25/2018	McMaster-Carr	010-4300	AHS APPLIED TECH SUPPLIES		755.93
51058284	10/25/2018	MHS INC	010-4300	SPECIAL EDUCATION FORMS		732.80

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51058285	10/25/2018	SIMIN MISSAGHI C/O FOOD SERVICES	130-4315	08/28-09/28 MILEAGE REIMB		8.83
51058286	10/25/2018	NATIONAL GEOGRAPHIC EXPLORER	010-4300	YOUNG EXPLORER SCOUT - CORNELL SUBSCRIPTIONS		585.20
51058287	10/25/2018	OFFICE DEPOT	010-4300	AMS SUPPLIES	979.94	
				D.O. SUPPLIES	45.13	
				DONATION - CORNELL SUPPLIES	78.17	1,103.24
51058288	10/25/2018	PARAMOUNT ELEVATOR CORPORATION	010-5610	CORNELL ELEVATOR SERVICE		345.00
51058289	10/25/2018	NCS PEARSON, INC.	010-4300	SPECIAL EDUCATION MATERIALS		201.93
51058290	10/25/2018	PG&E	010-5520	09/06-10/04 SERVICE	589.36	
				09/06-10/05 SERVICE	9,048.13	9,637.49
51058291	10/25/2018	VAN AHN PHAM C/O TECHNOLOGY	010-4315	09/18 MILEAGE REIMB		27.91
51058292	10/25/2018	RODAN BUILDERS	211-6201	AMS ANNEX PROJECT - PHASE II	11,980.43	
			211-6251	AMS ANNEX PROJECT - PHASE II	630,089.91	642,070.34
51058293	10/25/2018	BANNER BANK - RODAN RENTENTION	211-6201	AMS ANNEX PROJECT - PHASE II	630.55	
			211-6251	AMS ANNEX PROJECT - PHASE II	33,162.63	33,793.18
51058294	10/25/2018	Wille Electric Supply Co., Inc	010-4300	DISTRICT BALLASTS & LAMPS		84.14
51058295	10/25/2018	TEACHER'S DISCOVERY	010-4300	AMS CLASSROOM SUPPLIES	74.24	
				Unpaid Sales Tax	5.75-	68.49
51058296	10/25/2018	THE PHILLIPS ACADEMY	010-5825	BASIC EDUCATION & RELATED SERVICES		4,180.00
51058297	10/25/2018	DAVID TRACY C/O TECHNOLOGY	010-4315	09/18 MILEAGE REIMB		25.16
51058298	10/25/2018	UC REGENTS UC BOTANICAL GARDENS	010-5810	CORNELL TRIPS TO THE UC BOTANICAL GARDENS		663.00
51058299	10/25/2018	WENGER CORPORATION	010-4300	MUSIC STANDS & CHAIR CARTS - AMS & AHS		2,381.10
51071500	10/10/2018	ACSIG - DELTA DENTAL	010-9534	10/18 COBRA DENTAL	556.50	
				10/18 DENTAL	42,653.70	43,210.20
51071501	10/10/2018	AQUA SOURCE	010-5670	AAC MONTHLY MAINT	1,163.00	
				AAC SERVICE & REPAIRS	2,379.43	3,542.43
51071502	10/10/2018	CAS Inspections, Inc. Neil Brodhead	211-6261	INSPECTOR OF RECORD SERVICES - AMS ANNEX PROJ		14,400.00
51071503	10/10/2018	CLARK PEST CONTROL	120-5800	ACC PEST CONTROL		225.00
51071504	10/10/2018	DEPARTMENT OF JUSTICE	010-5838	LIVE SCAN FEES		1,378.00
51071505	10/10/2018	Employment Development Dept	010-9535	2019 3RD QTR SUI		1,988.04
51071506	10/10/2018	FAGEN FRIEDMAN & FULFROST, LLP	010-5826	07/18 LEGAL SERVICES		14,451.12
51071507	10/10/2018	FAGEN FRIEDMAN & FULFROST, LLP	010-5826	08/18 LEGAL SERVICES		9,087.71
51071508	10/10/2018	GOLD STAR FOODS	130-4700	FOOD		163.41

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51071509	10/10/2018	HIBSER YAMAUCHI ARCHITECTS	140-6201	08/18 ARCHITECTURAL SERVICES FOR THE OV CONSTRUCTION PROJ	6,000.00	
				09/18 ARCHITECTURAL SERVICES FOR THE OV CONSTRUCTION PROJ	9,000.00	15,000.00
51071510	10/10/2018	LINCOLN AQUATICS	010-4300	AAC SUPPLIES	3,820.19	
				AHS WATER PROGRAM EQUIPMENT	9,747.28	13,567.47
51071511	10/10/2018	Mail Finance	010-5610	AMS POSTAGE MACHINE LEASE	252.13	
				DISTRICT OFFICE POSTAGE MACHINE LEASE	569.58	821.71
51071512	10/10/2018	PARENT	010-5827	* BASIC EDUCATION		2,560.00
51071513	10/10/2018	MICHAEL'S TRANSPORTATION	010-5810	AHS ATHLETICS TRANSPORTATION (9035)		2,678.12
51071514	10/10/2018	OAKLAND MUSEUM OF CALIFORNIA	010-5810	03/21 MARIN TRIP	135.00	
				12/12, 12/13, 01/10 MARIN TRIPS	432.00	567.00
51071515	10/10/2018	RASKOB INSTITUTE	010-5825	BASIC EDUCATION		2,463.91
51071516	10/10/2018	RUTH RICHESON	120-8673	ACC REFUND		4,402.00
51071517	10/10/2018	RYLAND SCHOOL BUSINESS CONSULTING	010-5800	GENERAL FINANCE SUPPORT		3,960.00
51071518	10/10/2018	WEST COAST LITERACY WORKSHOP	010-5825	09/18, 20 & 25 WORKSHOPS		3,925.00
51071519	10/10/2018	PARENT	010-5827	* ACADEMIC SERVICES		5,025.00
51071520	10/10/2018	WILCO SUPPLY	010-4300	MAINTENANCE SUPPLIES		510.03
51118500	10/26/2018	ACTIVE NETWORK, LLC	010-4300	DATA CARDS FOR AQUATIC CENTER		50.47
51118501	10/26/2018	BARBARA AIMINO C/O SPECIAL SERVICES	010-5200	10/01-10/11 MILEAGE REIMB		160.50
51118502	10/26/2018	ALAMEDA COUNTY OFFICE OF ED	010-5200	CORE COACHING NETWORK		1,000.00
51118503	10/26/2018	AMAZON CAPITAL SERVICES, INC.	010-4100	AHS PRECALCULUS BOOKS	57.95	
			010-4300	AHS PRE CALCULUS BOOKS	207.14	
				Unpaid Sales Tax	7.24-	257.85
51118504	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		646.86
51118505	10/26/2018	AT&T	010-5930	09/19-10/18 SERVICE	2,455.35	
			120-5930	09/19-10/18 SERVICE	19.31	2,474.66
51118506	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,426.72
51118507	10/26/2018	AUSD REVOLVING FUND	010-5800	08/18 FEES	226.71	
				09/18 FEES	214.56	
				FEES/ADJUSTMENT	9.01	450.28
51118508	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,426.72
51118509	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,645.04
51118510	10/26/2018	BART GROUP SALES	010-5810	MARIN TRIPS TO THE OAKLAND MUSEUM OF CA		71.25
51118511	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,035.39

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51118512	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		646.86
51118513	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,426.72
51118514	10/26/2018	COPY EXPRESS	010-5870	CIA PRINT/COPY SERVICES		759.51
51118515	10/26/2018	DELTA DENTAL CLIENT SERVICES	010-9534	11/18 DELTA DENTAL		8,136.83
51118516	10/26/2018	DESIGN SPACE MODULAR BUILDINGS	010-5800	TEAR DOWN & RETURN OF MONROE PORTABLE		66,920.29
51118517	10/26/2018	BANKCARD CENTER	010-4300	CIA CREDIT CARD EXPENSES	35.45	
				MARIN CREDIT CARD EXPENSES	392.85	
				STUDENT SERVICES CREDIT CARD EXPENSES	300.98	
			010-4305	CIA CREDIT CARD EXPENSES	449.68	
			010-5200	STUDENT SERVICES CREDIT CARD EXPENSES	165.00	1,343.96
51118518	10/26/2018	EBMUD	010-5555	08/06-10/05 SERVICE		2,610.13
51118519	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,426.72
51118520	10/26/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		414.85
51118521	10/26/2018	HONG FORREST C/O CHILDREN'S CENTER	120-4300	REIMBURSEMENT FOR CORNELL CHINESE PROGRAM EXP		104.08
51118522	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,645.04
51118523	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,147.19
51118524	10/26/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		197.76
51118525	10/26/2018	JOEL GILDERSLEEVE C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51118526	10/26/2018	GOPHER SPORTS	010-4300	AMS PE EQUIPMENT		2,957.66
51118527	10/26/2018	GREAT AMERICAN LEASING CORP.	010-5611	SELPA COPIER LEASE		182.45
51118528	10/26/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		895.24
51118529	10/26/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		756.02
51118530	10/26/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,189.90
51118531	10/26/2018	HOUGHTON MIFFLIN COMPANY	010-4300	SPECIAL EDUCATION MATERIALS		415.08
51118532	10/26/2018	MINGBO HU	130-8634	REFUND LUNCH MONEY		60.00
51118533	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		305.48
51118534	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,569.60
51118535	10/26/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,569.60
51118536	10/26/2018	USMA KHAN	130-8634	REFUND LUNCH MONEY		11.50
51118537	10/26/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS COPIER USAGE	827.07	
				MARIN COPIER USAGE	6.65	
				OCEAN VIEW COPIER USAGE	307.35	1,141.07

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51118538	10/26/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,426.72
51118539	10/26/2018	Learning A-Z	010-4300	OCEAN VIEW CLASSROOM LICENSE		116.60
51118540	10/26/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,426.72
51118541	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		733.93
51118542	10/26/2018	NEOFUNDS	010-5910	AMS POSTAGE		562.73
51118543	10/26/2018	CARRIE NERHEIM C/O DISTRICT OFFICE	010-4315	MILEAGE REIMBURSEMENT		87.74
51118544	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		756.02
51118545	10/26/2018	THE PENWORTHY CO	010-4300	DONATION - OCEAN VIEW LIBRARY BOOKS		296.00
51118546	10/26/2018	PG&E	010-5520	08/31-10/01 SERVICE		883.33
51118547	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,467.54
51118548	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		963.20
51118549	10/26/2018	OSCAR O. RODRIGUEZ C/O MAINT	010-4300	REIMB FOR WORK BOOTS		120.00
51118550	10/26/2018	ROSS RECREATION EQUIPMENT	010-5670	REPAIR HOLE UNDER OV PLAY STRUCTURE		1,000.00
51118551	10/26/2018	RETIREE	010-3752	RETIREE REIMBURSEMENT		1,426.72
51118552	10/26/2018	LOURDES SAMPAYO C/O AHS	010-4300	REIMBURSEMENT FOR CLASSROOM SUPPLIES		41.89
51118553	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		756.02
51118554	10/26/2018	SHAPE AMERICA	010-9508	ANNUAL MEMBERSHIP		219.84
51118555	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		756.02
51118556	10/26/2018	SPURR	010-5520	09/18 CHARGES	8,298.23	
			120-5520	09/18 CHARGES	31.36	8,329.59
51118557	10/26/2018	STACY UYEDA C/O ALBANY MIDDLE	010-4300	REIMBURSEMENT FOR SSA SUPPLIES	289.14	
				REIMBURSEMENT FOR SUPPLIES	200.00	489.14
51118558	10/26/2018	RETIREE	010-3751	RETIREE REIMBURSEMENT		1,177.16
51120031	10/01/2018	AMAZON CAPITAL SERVICES, INC.	010-4300	POWER ADAPTER - D.O.	37.54	
				Unpaid Sales Tax	3.18-	34.36
51120032	10/01/2018	AT&T	010-5930	08/19-09/18 SERVICE	2,765.56	
			120-5930	08/19-09/18 SERVICE	19.08	2,784.64
51120033	10/01/2018	BRANDY BIEHL-DAVIS C/O CORNELL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		123.66
51120034	10/01/2018	Teleli Brito C/O SELPA	010-4300	REIMBURSEMENT FOR SELPA EXPENSES	58.25	
			010-5910	REIMBURSEMENT FOR SELPA EXPENSES	1.84	60.09
51120035	10/01/2018	CREST/GOOD MFG. CO.	010-4300	MAINT HARDWARE		734.03
51120036	10/01/2018	EAGLE GRAPHICS	130-4300	LUNCH ENVELOPES		207.71
51120037	10/01/2018	EBMUD	010-5555	06/06-08/06 SERVICE	5,008.38	
			120-5555	05/29-07/27 SERVICE	1,356.11	6,364.49

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51120038	10/01/2018	TERRY GEORGESON C/O OCEAN VIEW	010-4305	REIMB FOR PD SUPPLIES		50.90
51120039	10/01/2018	GREAT AMERICAN LEASING CORP.	010-5611	SELPA COPIER LEASE		211.83
51120040	10/01/2018	OAKLAND ASIAN CULTURAL CENTER	010-5810	10/03/18 AMS TRIP		68.00
51120041	10/01/2018	PG&E	010-5520	03/02-08/23 SERVICE	41.41	
				08/01-08/30 SERVICE	448.23	489.64
51120042	10/01/2018	SAN FRANCISCO BUSINESS TIMES	010-4300	AHS BUSINESS TIMES SUBSCRIPTION		75.00
51120043	10/01/2018	PABLO E. SANCHEZ	010-5800	TREE & VINES AT MARIN		1,500.00
51120044	10/01/2018	UNITED PARCEL SERVICE	010-5920	SHIPPING CHARGES		90.57
51121040	10/01/2018	ACSIG	010-5450	18/19 PROPERTY/LIABILITY INS - 1ST 50%	142,674.00	
				18/19 WORKER'S COMPENSATION INS - 1ST 50%	370,236.00	512,910.00
51121041	10/01/2018	ALHAMBRA	010-4300	AAC WATER DELIVERY		124.03
51121042	10/01/2018	AMAZON CAPITAL SERVICES, INC.	010-4300	AHS CAMERAS & MEMORY CARDS	915.32	
				AHS CAREER TECH SUPPLIES	1,438.93	
				AMS THERMOMETER	32.91	
				AMS WHITE NOISE MACHINE	32.91	
				CORNELL EMERGENCY PACK SUPPLIES	148.26	
				DONATION - DIAPER GENIE & PAPER CUTTER	176.40	
				SUPPLIES FOR AHS COUNSELING OFFICE	59.14	
				Unpaid Sales Tax	104.82-	2,699.05
51121043	10/01/2018	APPLE COMPUTER INC.	010-4300	SPECIAL EDUCATION IPAD	333.15	
				SPECIAL EDUCATION iPADS	1,332.61	1,665.76
51121044	10/01/2018	ARCO AM/PM	010-4300	FUEL FOR TRANSPORTATION VEHICLES		625.05
51121045	10/01/2018	ARROW GLASS COMPANY	010-5670	DISTRICT WIDE WINDOW REPLACEMENTS / REPAIRS		99.20
51121046	10/01/2018	AUTOMATIC RESPONSE SYSTEMS	010-5800	AMS SHREDDING SERVICE		75.00
51121047	10/01/2018	BATTALION ONE	010-5670	MONITOR DISTRICT FIRE ALARMS		405.00
51121048	10/01/2018	BONAMI BAKING	130-4700	FOOD		111.00
51121049	10/01/2018	CLARK PEST CONTROL	010-5800	DISTRICT PEST CONTROL		1,233.00
51121050	10/01/2018	ISABEL COHEN C/O OCEAN VIEW	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51121051	10/01/2018	COPY EXPRESS	010-4300	AHS PRINTING	95.33	
				CORNELL PRINT/COPY SERVICES	41.87	137.20
51121052	10/01/2018	CURRICULUM ASSOCIATES	010-4300	EVERYDAY WRITERS STUDENT BOOKS - MARIN		195.45
51121053	10/01/2018	DISCOUNT SCHOOL SUPPLY	120-4300	ACC CLASSROOM SUPPLIES	263.32	

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51121053	10/01/2018	DISCOUNT SCHOOL SUPPLY	120-4300	OV AFTERSCHOOL CLASSROOM SUPPLIES	242.17	505.49
51121054	10/01/2018	ERIC ARMIN INC.	010-4300	AHS SCIENTIFIC CALCULATORS		299.79
51121055	10/01/2018	ENTERPRISE RENT-A-CAR	010-5600	RENTALS	1,712.22	
			010-5810	VAN RENTAL FOR MAC HIGH TRIP	140.00	1,852.22
51121056	10/01/2018	ALENE FALCONI C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		193.82
51121057	10/01/2018	HERC RENTALS	010-5622	DISTRICT RENTAL EQUIPMENT		211.40
51121058	10/01/2018	WELLS FARGO EQUIPMENT FINANCE	010-7438	EQUIPMENT RENTAL	61.91	
			010-7439	EQUIPMENT RENTAL	824.57	886.48
51121059	10/01/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	1,689.72	
			120-4300	ACC CUSTODIAL SUPPLIES	234.61	1,924.33
51121060	10/01/2018	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES	2,261.92	
			120-4300	ACC MAINTENANCE SUPPLIES	194.66	2,456.58
51121061	10/01/2018	PARENT	010-5827	* SPECIALIZED ACADEMIC SERVICES		7,200.00
51121062	10/01/2018	JOHNSON CONTROLS	010-5670	TROUBLESHOOT/REPAIR AHS CRASH CODE		1,814.00
51121063	10/01/2018	K-LOG, INC. SCHOOL DIVISION KS-003-AX	010-4300	AMS TECH TUB CHARGING STATION	285.48	
				Unpaid Sales Tax	21.55-	263.93
51121064	10/01/2018	KP LLC - 8311	010-4300	OCEAN VIEW CUMULATIVE RECORDS		177.68
51121065	10/01/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS ATHLETICS COPIER USAGE	15.01	
				AHS COPIER USAGE	191.74-	
				AMS COPIER USAGE	252.60	
				CORNELL COPIER USAGE	199.59	
				MARIN COPIER USAGE	24.48	
				OCEAN VIEW COPIER USAGE	241.56	
				SPECIAL EDUCATION COPIER USAGE	436.76	978.26
51121066	10/01/2018	LAKESHORE	010-4300	DONATION - OCEAN VIEW CLASSROOM SUPPLIES	246.77	
			120-4300	ACC CEDARS CLASSROOM SUPPLIES	601.24	
				ACC CLASSROOM SUPPLIES	351.06	
				ORGANIZING PAPER TRAYS - CORNELL CHINESE PROGRAM	209.21	1,408.28
51121067	10/01/2018	LANER ELECTRIC SUPPLY CO INC	010-4300	ELECTRICAL SUPPLIES		76.20
51121068	10/01/2018	Learning A-Z	010-4300	OCEAN VIEW SUBSCRIPTIONS		1,799.25
51121069	10/01/2018	LIGHTSPEED TECHNOLOGIES	010-4300	REPLACEMENT POWER SUPPLY FOR LIGHTSPEED 820iR	31.82	

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51121069	10/01/2018	LIGHTSPEED TECHNOLOGIES	010-4400	REDCAT ACCESS W/FLEXMIKE x2 FOR TK CLASSROOM	3,028.16	3,059.98
51121070	10/01/2018	MARINA MECHANICAL	010-5670	Defective A7P Board for IT Room	3,401.28	
				DISTRICT WIDE HVAC REPAIRS	2,147.97	5,549.25
51121071	10/01/2018	MARY & JOES SPORTING GOODS	010-4300	AMS SWEATSHIRTS, PANTS, SHORTS & SHIRTS	439.00	
				Unpaid Sales Tax	39.00-	400.00
51121072	10/01/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	AHS ATHLETICS TRANSPORTATION (9035)		817.75
51121073	10/01/2018	NANCY MITCHNER	010-5825	ORIENTATION & MOBILITY SERVICES		1,812.50
51121074	10/01/2018	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		87.80
51121075	10/01/2018	NANHAI BOOK STORE	120-4300	BOOKS FOR CORNELL CHINESE AFTER SCHOOL PROGRAM	463.44	
				Unpaid Sales Tax	2.88-	460.56
51121076	10/01/2018	NEOFUNDS	010-5910	AMS POSTAGE		551.07
51121077	10/01/2018	OFFICE DEPOT	010-4300	AAC SUPPLIES	17.37	
				AHS SUPPLIES	668.53	
				AMS SUPPLIES	10.70	
				CORNELL SUPPLIES	1,676.21	
				D.O. SUPPLIES	236.08	
				MARIN SUPPLIES	10,102.09	
				SPECIAL EDUCATION SUPPLIES	545.60	
				STUDENT ENROLLMENT CENTER SUPPLIES	55.94	
			120-4300	ACC SUPPLIES	250.37	13,562.89
51121078	10/01/2018	OTIS ELEVATOR COMPANY	010-5610	AMS ELEVATOR SERVICE		156.28
51121079	10/01/2018	NCS PEARSON, INC.	010-4300	SPECIAL EDUCATION MATERIALS		737.54
51121080	10/01/2018	PITNEY BOWES	010-5611	AHS POSTAGE MACHINE LEASE		197.55
51121081	10/01/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		1,486.15
51121082	10/01/2018	READ NATURALLY	010-4300	OCEAN VIEW LICENSES		1,035.00
51121083	10/01/2018	ROTO-ROOTER	010-5670	DISTRICT WIDE DRAIN CLEANING		1,299.10
51121084	10/01/2018	RYLAND SCHOOL BUSINESS CONSULTING	010-5800	GENERAL FINANCE SUPPORT		15,920.00
51121085	10/01/2018	Wille Electric Supply Co., Inc	010-4300	DISTRICT BALLASTS & LAMPS	2,677.63	
				LAMPS	885.02	3,562.65
51121086	10/01/2018	PABLO E. SANCHEZ	010-5800	DISTRICT LANDSCAPING		3,700.00
51121087	10/01/2018	SINGLE CYLINDER REPAIR, INC.	010-4300	MAINT SUPPLIES		50.26
51121088	10/01/2018	SPURR	010-5520	08/31 CHARGES	8,563.02	
			120-5520	08/31 CHARGES	23.77	8,586.79

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51121089	10/01/2018	STAR ELEVATOR INC	010-5610	AHS ELEVATOR SERVICE		397.43
51121090	10/01/2018	SYSKO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	2,332.26	
			130-4710	FOOD & SUPPLIES	529.25	2,861.51
51121091	10/01/2018	THE KEY SHACK, INC.	010-4300	DISTRICT LOCKSMITH SUPPLIES		184.38
51121092	10/01/2018	THE PHILLIPS ACADEMY	010-5825	BASIC EDUCATION & RELATED SERVICES		4,620.00
51121093	10/01/2018	WESSNE'S JANITORIAL SERVICE	010-5800	D.O. CLEANING SERVICE		2,750.00
51121094	10/01/2018	JOAN WICKSTROM C/O CORNELL SCHOOL	010-4300	DONATION - REIMBURSEMENT FOR CLASSROOM SUPPLIES		200.00
51121095	10/01/2018	JOANNE RUTH WILE	010-5800	TRAUMA GRANT COORDINATOR	600.00	
			010-5825	MENTAL HEALTH COORDINATOR	1,000.00	1,600.00
51121096	10/01/2018	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT WIDE PORTABLE RENT		7,548.51
51122242	10/08/2018	ALHAMBRA	130-4300	FOOD SERVICE WATER DELIVERY		23.61
51122243	10/08/2018	AMAZON CAPITAL SERVICES, INC.	010-4300	AMS TIMERS	17.55	
				TK STORAGE SHEDS	546.56	
				Unpaid Sales Tax	1.56-	562.55
51122244	10/08/2018	AUS WEST LOCKBOX	130-5800	FOOD SERVICE TOWEL & MOP SERVICE		153.39
51122245	10/08/2018	AT&T	010-5930	08/07-09/06 SERVICE		5.91
51122246	10/08/2018	AUTOMATIC RESPONSE SYSTEMS	010-5800	DISTRICT OFFICE SHREDDING SERVICE		75.00
51122247	10/08/2018	BONAMI BAKING	130-4700	FOOD		185.00
51122248	10/08/2018	CHALK SCHOOLS	010-5830	CHALK SCHOOLS QUARTERLY FEE		4,750.00
51122249	10/08/2018	CRYSTAL CREAMERY	130-4700	DAIRY		1,294.91
51122250	10/08/2018	CULTURE SHOCK YOGURT	130-4700	YOGURT		540.00
51122251	10/08/2018	DANIELSEN	130-4700	FOOD & SUPPLIES	3,092.99	
			130-4710	FOOD & SUPPLIES	121.34	3,214.33
51122252	10/08/2018	EAGLE GRAPHICS	010-4300	D.O. ENVELOPES		383.59
51122253	10/08/2018	EAST BAY PAINT & DECORATOR CTR	010-4300	DISTRICT PAINT SUPPLIES		2,039.34
51122254	10/08/2018	EBMUD	010-5555	07/20-09/21 SERVICE	1,696.41	
				08/20-09/20 SERVICE	2,030.41	3,726.82
51122255	10/08/2018	FEDEX	010-5920	SHIPPING CHARGES		76.40
51122256	10/08/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		1,165.70
51122257	10/08/2018	GOLD STAR FOODS	130-4700	FOOD		8,531.32
51122258	10/08/2018	GRANICUS, INC.	010-5825	MINUTES MAKER		140.00
51122259	10/08/2018	GREAT AMERICAN LEASING CORP.	010-5611	SELPA COPIER LEASE		280.23
51122260	10/08/2018	HARRIS COMPUTER SYSTEMS	130-4300	FOOD SERVICE ETRITION SOFTWARE		975.00
51122261	10/08/2018	Hayes Distributing Inc.	130-4700	FOOD		4,248.72
51122262	10/08/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES	8,329.99	
			120-4300	ACC CUSTODIAL SUPPLIES	1,204.91	9,534.90

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51122263	10/08/2018	HOME DEPOT INC.	010-4300	DISTRICT MAINTENANCE SUPPLIES		470.89
51122264	10/08/2018	JOHNSON CONTROLS	010-5670	TROUBLESHOOT/REPAIR AHS CRASH CODE		6,519.00
51122265	10/08/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	CORNELL COPIER USAGE	245.39	
				MARIN COPIER USAGE	620.28	
				OCEAN VIEW COPIER USAGE	581.02	
			120-5610	ACC COPIER USAGE	153.91	1,600.60
51122266	10/08/2018	LEGACY BUSINESS SOLUTIONS	010-5611	SELPA COPIES		265.28
51122267	10/08/2018	MAGGIORA BAKING CO	130-4700	FOOD		36.60
51122268	10/08/2018	MARINA MECHANICAL	010-5670	DISTRICT WIDE HVAC REPAIRS		1,336.08
51122269	10/08/2018	MOBILE MODULAR MGMT. CORP.	140-5621	AHS CONTAINER RENTALS		87.80
51122270	10/08/2018	OFFICE DEPOT	010-4300	AHS SUPPLIES	217.02	
				AMS SUPPLIES	885.31	
				CORNELL SUPPLIES	89.90	
				DISTRICT OFFICE SUPPLIES	284.66	
				DISTRICT OFFICE SUPPLIES	19.54	
				DONATION - CORNELL SUPPLIES	57.84	
				ENROLLMENT OFFICE SUPPLIES	671.66	
			120-4300	ACC SUPPLIES	119.73	2,345.66
51122271	10/08/2018	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		959.35
51122272	10/08/2018	PEARSON EDUCATION	010-4300	CAMPBELL BIOLOGY IN FOCUS AP - AHS		4,467.66
51122273	10/08/2018	PERMA-BOUND BOOK	010-4100	AHS CLASSROOM BOOKS		4,141.90
51122274	10/08/2018	PG&E	010-5520	05/18-08/18 NONBYPASSABLE CHARGES	2,259.10	
				07/20-09/23 SERVICE	1,299.24	
				08/20-09/19 SERVICE	252.64	
				08/22-09/20 SERVICE	18,577.89	
			120-5520	08/22-09/20 SERVICE	26.03	22,414.90
51122275	10/08/2018	Edward Pollard C/O Special Services	010-4315	MILEAGE REIMBURSEMENT		31.57
51122276	10/08/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		758.61
51122277	10/08/2018	SCHOLASTIC INC.	010-4300	CORNELL CLASSROOM SUBSCRIPTIONS		1,640.10
51122278	10/08/2018	SMART & FINAL	010-4300	ADULT TRANSITION PROGRAM SUPPLIES		66.70
51122279	10/08/2018	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	2,150.35	
			130-4710	FOOD & SUPPLIES	78.62	2,228.97
51122280	10/08/2018	THE ART OF EDUCATION	010-5200	2018 SUMMER CONFERENCE REGISTRATION - COHEN		99.00
51122281	10/08/2018	TOSHIBA BUSINESS SOLUTIONS	010-5610	09/02-10/01 AMS COPIES		16.35
51122282	10/08/2018	WILLIAMS SCOTSMAN, INC.	250-5621	DISTRICT WIDE PORTABLE RENT		1,785.00

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51122636	10/12/2018	A3GEO, INC.	211-6262	GEOTECHNICAL ENGINEER OF RECORD		445.00
51122637	10/12/2018	ALAMEDA COUNTY OFFICE OF ED	010-5200	- AMS ANNEX REGISTRATION FOR SOCIAL JUSTICE MATH STUDY		500.00
51122638	10/12/2018	ALHAMBRA	010-4300	DISTRICT OFFICE WATER DELIVERY		66.46
51122639	10/12/2018	AMAZON CAPITAL SERVICES, INC.	010-4300	AHS SCIENCE SUPPLIES	20.83	
				DONATION - WHITEBOARD FOR CORNELL	345.70	
				POST-IT NOTES FOR CORNELL TSA	43.80	
				Unpaid Sales Tax	9.72-	400.61
51122640	10/12/2018	AMERICAN LOGISTICS COMPANY	010-5825	TRANSPORTATION SERVICES		1,375.26
51122641	10/12/2018	APPLE COMPUTER INC.	010-4300	VOLUME PURCHASE PROGRAM CREDIT FOR SPED		400.00
51122642	10/12/2018	ARCO AM/PM	010-4300	FUEL FOR TRANSPORTATION VEHICLES		1,402.15
51122643	10/12/2018	BAY AREA NEWS GROUP	010-5812	08/18 ADS		111.60
51122644	10/12/2018	BLICK ART MATERIALS	010-4300	AHS ART SUPPLIES		1,345.40
51122645	10/12/2018	CALIFORNIA DEPARTMENT OF TAX & FEE ADMINISTRATION	010-4300	2018 3rd QTR SALES USE TAX	.06-	
			010-9560	2018 3rd QTR SALES USE TAX	2,193.45	
			120-9560	2018 3rd QTR SALES USE TAX	92.39	
			130-9560	2018 3rd QTR SALES USE TAX	153.22	2,439.00
51122646	10/12/2018	BONAMI BAKING	130-4700	FOOD		185.00
51122647	10/12/2018	CARMEN BURKS	010-4300	REIMB FOR TEACHER INDUCTION SUPPLIES		43.58
51122648	10/12/2018	CENTER FOR THE COLLABORATIVE CLASSROOM	010-4100	SIPPS READING MATERIALS - OV		3,532.50
51122649	10/12/2018	COPY EXPRESS	010-4300	AHS FORMS		329.25
51122650	10/12/2018	CRYSTAL CREAMERY	130-4700	DAIRY		658.03
51122651	10/12/2018	CULTURE SHOCK YOGURT	130-4700	YOGURT		300.00
51122652	10/12/2018	DANIELSEN	130-4700	FOOD & SUPPLIES		2,012.96
51122653	10/12/2018	DISCOUNT SCHOOL SUPPLY	120-4300	ACC CLASSROOM SUPPLIES - QRIS		73.27
51122654	10/12/2018	EAGLE GRAPHICS	010-4300	AHS ENVELOPES		262.94
51122655	10/12/2018	EBMUD	010-5555	07/26-09/27 SERVICE	499.84	
				07/30-09/29 SERVICE	12,356.43	
			120-5555	07/27-09/27 SERVICE	3,607.52	16,463.79
51122656	10/12/2018	ENTERPRISE RENT-A-CAR	010-5600	RENTALS		286.57
51122657	10/12/2018	FOOD 4 THOUGHT, LLC	130-4700	FOOD		705.60
51122658	10/12/2018	GOLD STAR FOODS	130-4700	FOOD		2,809.47
51122659	10/12/2018	Hayes Distributing Inc.	130-4700	FOOD		1,854.84

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51122660	10/12/2018	Heinemann	010-4300	LEVELED LITERACY INTERVENTION SYSTEMS - CO		11,843.14
51122661	10/12/2018	CLELL HOFFMAN C/O CENTRAL KITCHEN	130-4700	REIMBURSEMENT FOR FOOD SERVICE EXPENSES	1,097.00	
			130-4710	REIMBURSEMENT FOR FOOD SERVICE EXPENSES	120.91	1,217.91
51122662	10/12/2018	WELLS FARGO VENDOR FIN SERV	010-5611	DISTRICT WIDE COPIER LEASE		3,273.42
51122663	10/12/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AMS COPIER USAGE		803.03
51122664	10/12/2018	LANGUAGE PEOPLE, INC.	010-5825	TRANSLATION SERVICES		144.00
51122665	10/12/2018	MAGGIORA BAKING CO	130-4700	FOOD		423.95
51122666	10/12/2018	MICHAEL'S TRANSPORTATION SRV	010-5810	AHS ATHLETICS TRANSPORTATION (9035)		1,458.00
51122667	10/12/2018	NEOFUNDS	010-4300	INK CARTRIDGE FOR D.O. POSTAGE MACHINE		195.56
51122668	10/12/2018	NEXTEL COMMUNICATIONS	010-5930	DISTRICT CELL PHONE SERVICE	562.33	
			120-5930	DISTRICT CELL PHONE SERVICE	139.95	702.28
51122669	10/12/2018	OFFICE DEPOT	010-4300	AHS SUPPLIES	888.32	
				DISTRICT OFFICE SUPPLIES	54.60	942.92
51122670	10/12/2018	P & R PAPER SUPPLY COMPANY	130-4710	FOOD SERVICE SUPPLIES		553.63
51122671	10/12/2018	PASTIME ACE HARDWARE	010-4300	AQUATIC CENTER HARDWARE	70.73	
				DISTRICT HARDWARE	1,567.19	1,637.92
51122672	10/12/2018	NCS PEARSON, INC.	010-4300	SPECIAL EDUCATION MATERIALS		182.62
51122673	10/12/2018	PARENT	010-5827	* ACADEMIC & TRANSPORTATION SERVICES		3,600.00
51122674	10/12/2018	RODAN BUILDERS	211-6201	AMS ANNEX PROJECT - PHASE II	22,898.45	
			211-6251	AMS ANNEX PROJECT - PHASE II	1,204,304.68	1,227,203.13
51122675	10/12/2018	BANNER BANK - RODAN RETENTION	211-6201	AMS ANNEX PROJECT - PHASE II	1,205.18	
			211-6251	AMS ANNEX PROJECT - PHASE II	63,384.46	64,589.64
51122676	10/12/2018	San Ramon Valley USD	010-5200	2018 SUMMER DYSLEXIA WORKSHOP - BUSSGANG		850.00
51122677	10/12/2018	SONJA BIGGS EDUCATIONAL SVCS	010-5825	SERVICES FOR VISUALLY IMPAIRED STUDENTS		960.00
51122678	10/12/2018	STAFF REHAB	010-5825	COUNSELING SERVICE		9,583.75
51122679	10/12/2018	SUNESYS, LLC	010-5800	10/18 SERVICE		1,487.06
51122680	10/12/2018	SYSCO - SAN FRANCISCO	130-4700	FOOD & SUPPLIES	1,166.05	
			130-4710	FOOD & SUPPLIES	318.77	1,484.82
51122681	10/12/2018	WASTE MANAGEMENT OF ALAMEDA	010-5515	08/18 SERVICE	5,182.35	
			120-5515	08/18 SERVICE	226.89	5,409.24

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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ReqPay12c

Board Report

October 2018 Warrant Listing

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
51122682	10/12/2018	ALBANY YMCA	010-5800	ACTIVE SUPERVISION DURING LUNCH RECESS		8,185.83
51123669	10/17/2018	ATKINSON, ANDELSON, LOYA, RUUD & ROMO PROFESSIONAL CORP	010-5826	07/18 LEGAL FEES		3,071.25
51123670	10/17/2018	ACME PACIFIC REPAIRS INC.	130-5670	FOOD SERVICE EQUIPMENT REPAIRS		280.00
51123671	10/17/2018	ALHAMBRA	130-4300	FOOD SERVICE WATER DELIVERY		23.61
51123672	10/17/2018	AQUA SOURCE	010-5670	AAC MONTHLY MAINT		1,163.00
51123673	10/17/2018	KATY BABCOCK C/O NR SELPA	010-4315	09/12-10/09 MILEAGE REIMB		252.17
51123674	10/17/2018	CALIFORNIA CLEAN-AIR SERVICES	211-6262	ASBESTOS TESTING - AHS		800.00
51123675	10/17/2018	COMTEL SERVICE COMPANY	010-5670	DISTRICT WIDE CLOCK/PA REPAIRS		1,007.50
51123676	10/17/2018	BANKCARD CENTER	120-4300	ACC CREDIT CARD EXPENSES		445.82
51123677	10/17/2018	HILLYARD/SAN FRANCISCO	010-4300	DISTRICT CUSTODIAL SUPPLIES		926.61
51123678	10/17/2018	KONICA MINOLTA BUSINESS SOLUTIONS INC.	010-5610	AHS COPIER USAGE	903.30	
				MAC COPIER USAGE	22.82	926.12
51123679	10/17/2018	NATASHA D. LIMONES	010-5825	PSW CONSULTATION - SELPA		375.00
51123680	10/17/2018	KRISTIN NICHOLS C/O STUDENT SERVICES	010-4315	09/18 MILEAGE REIMBURSEMENT		28.34
51123681	10/17/2018	OFFICE DEPOT	010-4300	AHS SUPPLIES	222.95	
				DONATION - CORNELL SUPPLIES	65.70	
				DISTRICT OFFICE SUPPLIES	131.07	
				MARIN SUPPLIES	807.20	
				OCEAN VIEW SUPPLIES	966.06	
				SPECIAL EDUCATION SUPPLIES	190.04	2,383.02
51123682	10/17/2018	PG&E	010-5520	08/29-09/27 SERVICE	12,002.38	
			120-5520	08/29-09/27 SERVICE	1,004.71	13,007.09
51123683	10/17/2018	PRUDENTIAL OVERALL SUPPLY	010-5800	DISTRICT UNIFORM SERVICE		739.15
51123684	10/17/2018	YMCA OF THE EAST BAY	010-5800	18/19 JANITORIAL SERVICES FOR SELPA PORTABLE		1,000.00
Total Number of Checks					329	3,281,073.81

Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	261	1,195,935.83
120	Child Development Fund	26	16,171.14
130	Cafeteria Fund	50	55,450.87
140	Deferred Maintenance Fund	3	15,175.60

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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ReqPay12c

Board Report

October 2018 Warrant Listing

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

Fund	Description	Check Count	Expensed Amount
211	Measure B 2016A	7	1,983,301.29
212	Measure E 2016A	2	5,960.00
250	Capital Facilities Fund	2	9,333.51
Total Number of Checks		329	3,281,328.24
Less Unpaid Sales Tax Liability			254.43
Net (Check Amount)			3,281,073.81

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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ALBANY UNIFIED SCHOOL DISTRICT
Donations ♦ September 1 – October 31, 2018

MARIN ELEMENTARY	
\$ 450.00	AEF-Sponsored Field Trip - 4th Grade
\$ 50.00	Donation - MacKenzie
\$ 20.00	Donation - Naiff
\$ 20.00	Donation - Naiff
\$ 20.00	Donation - Naiff
\$ 20.00	Donation - von Ehrenkrook
\$ 20.00	Donation - von Ehrenkrook
\$ 40.00	Donation - von Ehrenkrook
\$ 288.56	Marin PTA - Programs & Supplies
\$ 769.94	Marin PTA - Programs & Supplies
\$ 450.00	Salesforce - Pfohl
\$ 2,148.50	Current
\$ 2,148.50	Total YTD

OCEAN VIEW ELEMENTARY	
\$ 2,945.00	AEF-Sponsored Field Trip - 4th Grade
\$ 580.00	AEF-Sponsored Field Trip - Coons
\$ 30.00	Donation - Cebulski
\$ 25.00	Donation - Coons
\$ 3,580.00	Current
\$ 1,037.38	Approved 10/9/18 Board Meeting
\$ 392.00	Approved 8/28/18 Board Meeting
\$ 5,009.38	Total YTD

MULTI-SITE DONATION	
\$ 10,486.34	Albany Athletics Boosters
\$ 9,000.00	Golden Gate Fields
\$ 19,486.34	Current
\$ 15,453.28	Approved 8/28/18 Board Meeting
\$ 34,939.62	Total YTD

TOTAL	
\$ 71,482.73	Current
\$ 1,709.12	Approved 10/9/18 Board Meeting
\$ 17,955.94	Approved 8/28/18 Board Meeting
\$ 91,147.79	Total YTD

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Board Meeting of November 13, 2018

**ITEM: INDEPENDENT CONTRACTOR AGREEMENT WITH
LEAP FOR ELEMENTARY ENRICHMENT: DANCE AT OCEAN
VIEW**

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

TYPE OF ITEM: CONSENT

PURPOSE:

To approve the independent contractor agreement with LEAP, Arts in Education to provide in-school enrichment programs to elementary students during the regular school day.

BACKGROUND INFORMATION:

The District ensures that all students receive an equitable amount of enrichment during the school day. The District receives donations from the in-class enrichment campaign, a fundraising effort sponsored by the three elementary PTAs. The District distributes the funding across the preschool and elementary school sites based on the number of students enrolled at the school site. The district also monitors a matrix of services and reviews the grade levels and approximate number of hours allocated for each classroom. The school site leadership teams collaborate with their colleagues to choose enrichment programs that fall within the general categories of visual arts, performing arts, strategy games, and music.

DETAILS: Leap Arts in Education provides arts enrichment services to elementary classrooms as part of the in-school enrichment program. This is a standard contract that provides the following services:

School Site: Ocean View Elementary School

Name of Program: Dance

Grade Level(s): 2nd Grade

Number of classrooms: 4

Number of Sessions/Classroom: 1 session/week/classroom

Length of session time: 45 minutes/session

Number of weeks: 13 weeks

Dates: November 26, 2018 - March 27, 2019

Budget/Cost: \$3,390.00

FINANCIAL INFORMATION: The total cost is \$3,390.00. The funding comes from donations from the in-class enrichment campaign.

STRATEGIC GOALS ADDRESSED:



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



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

RECOMMENDATION: APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT WITH LEAP FOR ELEMENTARY ENRICHMENT: DANCE AT OCEAN VIEW

ALBANY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is hereby entered into this **13th day of November 2018**, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and **Leap Arts in Education**

CONTRACTOR

2601 Mission Street, Suite 603

MAILING ADDRESS

San Francisco

CA 94110

CITY

STATE

ZIP

hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"):

School Site: Ocean View Elementary School

Name of Program: LEAP Dance

Grade Level(s): 2nd Grade

Number of classrooms: 4

Number of Sessions/Classroom: 1 session/week/classroom

Length of session time: 45 minutes/session

Number of weeks: 13 weeks

Dates: November 26, 2018 - March 27, 2019

Budget/Cost: \$3,390.00

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. CONTRACTOR shall:

☐ Provide services under this AGREEMENT on the following specific dates _____, _____, _____, _____, _____, _____, _____, and complete performance no later than _____;

OR

X Commence providing services under this AGREEMENT on:

November 26, 2018 and to end no later than March 27, 2019.

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.

5. **Compensation.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Three thousand three hundred ninety (\$3,390.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- a. Such compensation shall be based on:

- ☐ An hourly rate of \$_____ for a total amount of _____ hours.
☐ A daily rate of \$_____ for a total amount of _____ days.

X **A project completion sum, not to exceed \$3,390.00**

- b. Payment method shall be:

X **Upon Completion.**

- ☐ Date of Service.
☐ **Other (Specify):**

Any work performed by Contractor in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 1200 Solano Ave, Albany, CA, 94706.

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

7. California Residency. Contractor and the Contracted Parties shall be residents of the State of California.

8. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including but not limited to Contractor's or the Contracted Parties' use of the site; Contractor's or the Contracted Parties' performance of the Services; Contractor's or the Contracted Parties' breach of any of the representations or warranties contained in this Agreement; injury to or death of persons or damage to property or delay or damage to District or the District Parties; or for any act, error, omission, negligence, or willful misconduct of Contractor, the Contracted Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 8 above, District reserves the right to require contractor to procure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate; if applicable; and neither Contractor nor any of the Contracted Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insured. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option,

terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

Michael Mansfield

[Attach and sign additional pages, as needed.]

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above,

Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

☒ The following Contracted Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406: **Michael Mansfield**

Contractor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
15. Assignment. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
20. Non-Discrimination. PROVIDER shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.
21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
23. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
 Name: Marie Williams
 Title: Director III
 Curriculum, Instruction, and Assessment

Address for District Notices:

Albany Unified School District
 1200 Solano Ave
 Albany, CA 94706

Date of Board Approval: _____

CONTRACTOR:

Leap Arts in Education

Tax Identification Number:
 (confidential)

By: _____
 Name:
 Title: Director of Education
 Leap Arts in Education

Address for Contractor Notices:

2601 Mission Street, Suite 603
 San Francisco, CA 94110

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Board Meeting of November 13, 2018

**ITEM: INDEPENDENT CONTRACTOR AGREEMENT WITH
PLAY-WELL TEKNOLOGIES FOR ELEMENTARY
ENRICHMENT: STEM USING LEGO® AT OCEAN VIEW**

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

TYPE OF ITEM: CONSENT

PURPOSE:

The purpose is to provide in-school enrichment programs to elementary students during the regular school day.

BACKGROUND INFORMATION:

The District ensures that all students receive an equitable amount of enrichment during the school day. The District receives donations from the in-class enrichment campaign, a fundraising effort sponsored by the three Elementary PTAs. The District distributes the funding across the four preschool and elementary school sites based on the number of students enrolled at the school site. The district also monitors a matrix of services and reviews the grade levels and the approximate number of hours for each classroom. The school site leadership teams collaborate with their colleagues to choose enrichment programs that fall within the general categories of visual arts, performing arts, strategy games, and music.

DETAILS: As part of the in-school enrichment program, Play-Well Teknologies teaches engineering, physics, architecture, robotics, and critical thinking to kids through building and playing with LEGO®. This is a standard contract that provides the following services:

School Site: Ocean View Elementary School
Name of Program: STEM using LEGO® Workshops
Grade Level: Kindergarten
Number of classrooms: 4
Number of Sessions/Classroom: 1 session/month/classroom
Length of Session time: 60 minutes/session
Number of weeks: 4 weeks
Dates: November 2018 - June 2019 (exact dates to be determined)
Budget/Cost: \$3,360.00

FINANCIAL INFORMATION: The total cost is \$3,360.00. The funding comes from donations from the in-class enrichment campaign.

STRATEGIC GOALS ADDRESSED:



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



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

RECOMMENDATION: APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT WITH PLAY-WELL TEKNOLOGIES FOR ELEMENTARY ENRICHMENT CLASSES: STEM USING LEGO® AT OCEAN VIEW.

ALBANY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is hereby entered into this **13th day of November, 2018**, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Play-Well TEKnologies

CONTRACTOR

224 Suite B. Greenfield Ave.

MAILING ADDRESS

San Anselmo,	CA	94960
CITY	STATE	ZIP

hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"):

School Site: Ocean View Elementary School
Name of Program: STEM using LEGO® Workshops
Grade Level: Kindergarten
Number of classrooms: 4
Number of Sessions/Classroom: 1 session/month/classroom
Length of Session time: 60 minutes/session
Number of weeks: 4 weeks
Dates: November 2018 - June 2019 (exact dates to be determined)
Budget/Cost: \$3,360.00

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. CONTRACTOR shall:

☐ Provide services under this AGREEMENT on the following specific dates _____, _____, _____, _____, _____, _____, _____, and complete performance no later than _____;

OR

☒ Commence providing services under this AGREEMENT on:

November 2018 - June 2019 (exact dates to be determined)

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.

5. **Compensation.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Three thousand three hundred sixty dollars (\$3,360.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
 - a. Such compensation shall be based on:
 - ☐ An hourly rate of _____ for a total amount of _____ hours.
 - ☐ A daily rate of \$ _____ for a total amount of _____ days.
 - X \$210.00 per workshop; \$840 per classroom x 4 classrooms = \$3,360.00 Total**

 - b. Payment method shall be:
 - X Upon Completion**
 - ☐ Date of Service
 - ☐ Other (Specify):

Any work performed by Contractor in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 1200 Solano Avenue, Albany, CA, 94706.

6. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and

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

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

that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

Lauren Yee and Play-Well Staff (exact staff to be determine)

[Attach and sign additional pages, as needed.]

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

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

requirements have been satisfied and District determines whether any such contact is permissible.

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

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

☒ The following Contracted Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

Lauren Yee and Play-Well (exact staff to be determined)

Contractor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. **Confidential Information.** Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
15. **Assignment.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
16. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
20. Non-Discrimination. PROVIDER shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.
21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
23. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:**ALBANY UNIFIED SCHOOL DISTRICT**

By: _____
 Name: Marie Williams
 Title: Director III
 Curriculum, Instruction, and Assessment

Address for District Notices:

Albany Unified School District
 1200 Solano Ave
 Albany, CA 94706

Date of Board Approval: _____

CONTRACTOR:**PLAY-WELL TEKnologies**

Tax Identification Number:
 (confidential)

By: _____
 Name: Lauren Yee
 Title: Alameda County Area Manager
 Play-Well TEKnologies

Address for Contractor Notices:

Play-Well TEKnologies
 224 Suite B. Greenfield Ave.
 San Anselmo, CA 94960

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Board Meeting of November 13, 2018

ITEM: **INDEPENDENT CONTRACTOR AGREEMENT WITH
BERKELEY CHESS SCHOOL FOR ELEMENTARY
ENRICHMENT: CHESS AT MARIN**

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

TYPE OF ITEM: **CONSENT**

PURPOSE:

The purpose is to provide in-school enrichment programs to elementary students during the regular school day.

BACKGROUND INFORMATION:

The District ensures that all students receive an equitable amount of enrichment during the school day. The District receives donations from the in-class enrichment campaign, a fundraising effort sponsored by the three Elementary PTAs. The District distributes the funding across the four preschool and elementary school sites based on the number of students enrolled at the school site. The district also monitors a matrix of services and reviews the grade levels and the approximate number of hours for each classroom. The school site leadership teams collaborate with their colleagues to choose enrichment programs that fall within the general categories of visual arts, performing arts, strategy games, and music.

DETAILS: The Berkeley Chess School provides chess classes in Albany Unified School District elementary schools as part of the in-school enrichment program. This is a standard contract that provides the following services:

School Site: Marin Elementary School

Name of Program: Chess Classes

Grade Level(s): 5th grade

Number of classrooms: 3

Number of Sessions/Classroom: 1 session/week/classroom

Length of Session time: 60 minutes/session

Number of weeks: 6 weeks

Dates: November 14, 2018 - June 14, 2019 (exact dates to be determined)

Cost: \$1,710.00

FINANCIAL INFORMATION: The total cost is \$1,710.00. The funding comes from donations from the in-class enrichment campaign.

STRATEGIC GOALS ADDRESSED:



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



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

RECOMMENDATION: APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH BERKELEY CHESS SCHOOL FOR ELEMENTARY ENRICHMENT: CHESS AT MARIN

ALBANY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is hereby entered into this **13 day of November , 2018**, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and **The Berkeley Chess School**

CONTRACTOR

1845 Berkeley Way

MAILING ADDRESS

Berkeley

CA

94703

CITY

STATE

ZIP

hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"):

School Site: Marin Elementary School

Name of Program: Chess Classes

Grade Level(s): 5th Grade

Number of classrooms: 3

Number of Sessions/Classroom: 1 session/week/classroom

Length of Session time: 60 minutes/session

Number of weeks: 6 weeks

Dates: November 14, 2018 - June 14, 2019 (exact dates to be determined)

Cost: \$1,710.00

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. CONTRACTOR shall:

☐ Provide services under this AGREEMENT on the following specific dates _____, _____, _____, _____, _____, _____, _____, and complete performance no later than _____;

OR

X Commence providing services under this AGREEMENT on: **to begin November 14, 2018 and end no later than June 14th, 2019**

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.

5. **Compensation.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **One thousand seven hundred and ten dollars (\$1,710.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

a. Such compensation shall be based on:

- ☐ An hourly rate of \$_____ for a total amount of _____ hours.
- ☐ A daily rate of \$_____ for a total amount of _____ days.

X **A project completion sum, not to exceed \$1,710.00**

b. Payment method shall be:

X **Upon Completion.**

- ☐ Date of Service.
- ☐ Other (Specify):

Any work performed by Contractor in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 1200 Solano Avenue, Albany, CA, 94706.

6. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and

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

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

that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

Eric Shaughnessy.

[Attach and sign additional pages, as needed.]

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

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having

any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

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

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

☒ The following Contracted Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406: **Eric Shaughnessy.**

Contractor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
15. Assignment. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
20. Non-Discrimination. PROVIDER shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.
21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
23. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
 Name: Marie Williams
 Title: Director III
 Curriculum, Instruction, and Assessment

Address for District Notices:

Albany Unified School District
 1200 Solano Avenue
 Albany, CA 94706

Date of Board Approval: _____

CONTRACTOR:

The Berkeley Chess School

Tax Identification Number:
 (confidential)

By: _____
 Name: Elizabeth Shaughnessy
 Title: President
 Berkeley Chess School

Address for Contractor Notices:

Berkeley Chess School
 1845 Berkeley Way
 Berkeley, CA 94703

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

ITEM: **OVERNIGHT FIELD TRIP: ALBANY MIDDLE SCHOOL
TO CAZADERO MUSIC CAMP IN CAZADERO, 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:

Students of the Albany Middle School Cobra and Concert Bands traditionally attend a multi-day [Music Camp in Cazadero, California](#). This trip aligns with CA music standards and supports learning by providing students the opportunity to: 1) apply instrumental skills to a variety of genres, styles and cultures with expression and accuracy; 2) understand cultural context of music through performance and analysis; and 3) analyze and critically assess music in small and large groups.

DATES OF TRIP: April 26 - 28, 2019

DETAILS:

Students in the Albany Middle School bands, along with twelve (12) parent chaperones and two (2) certificated staff, will travel by bus to Cazadero Music Camp and stay in tent decks at the camp for two (2) nights. During the trip, students will participate in an action-packed three day music immersion program, including an intensive schedule of practice, rehearsal, and performance. This is a rare opportunity for music students who usually meet just a few hours per week to immerse themselves in an exciting and challenging musical repertoire. They make rapid progress both individually and as an ensemble. Students will also enjoy group activities such as campfires, a variety show, tent-deck decorating competition, and a special staff and mentor concert performed just for the campers. The weekend culminates in a formal student concert,

attended by family and friends. Parents will pick up and take their children home after the closing of the camp.

FINANCIAL INFORMATION:

The total field trip fee per student is \$135.00. Funding will come from fees from families. No student will be denied the opportunity to participate.

STRATEGIC GOALS ADDRESSED:



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



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

<p>RECOMMENDATION: Approve the Overnight Field Trip: Albany Middle School to Cazadero Music Camp in Cazadero, California.</p>
--

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

**ITEM: INDEPENDENT CONTRACTOR AGREEMENT WITH REGENTS
OF UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS
BERKELEY CAMPUS FOR VISION SCREENING**

PREPARED BY: CARRIE NERHEIM, DIRECTOR, STUDENT SERVICES

TYPE OF ITEM: CONSENT

PURPOSE: The purpose is to provide in-school vision screening to elementary and preschool students during the regular school day.

BACKGROUND INFORMATION: Albany Unified School District will be collaborating with Regents of University of California, on behalf of its Berkeley Campus to provide screen vision services for preschoolers at Albany Children's Center in addition to kindergarteners and 2nd graders at Ocean View Elementary School, Cornell Elementary School and Marin Elementary School using the UC BEST method. The services covers the state mandated requirements of vision screening including near and distance vision and color vision for 2nd grade males. We have partnered with them for the last three (3) school years.

DETAILS: This is a standard contract that provides the following services:

School Sites: Albany Children's Center
Cornell Elementary School
Marin Elementary School
Ocean View Elementary Schools

Grade Level: Preschool, Kindergarten, and 2nd Grade

Dates: November 20, 2018

April 2, 2019

April 4, 2019

One additional date for preschoolers in fall 2018.

(exact dates to be determined)

Cost: \$2,000.00

FINANCIAL INFORMATION: The total cost will not exceed \$2,000.00 upon completion of services.

STRATEGIC GOALS ADDRESSED:



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



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

RECOMMENDATION: APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH REGENTS OF UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS BERKELEY CAMPUS: VISION SCREENING

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

This agreement is hereby entered into this 13th day of November in the year 2018 in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and The Regents of University of California, on behalf of its Berkeley Campus

CONTRACTOR: Attn: Dr. Christina Wilmer

MAILING ADDRESS: 230 Minor Hall

CITY: Berkeley

STATE: CA

ZIP: 94720

hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. CONTRACTOR agrees to provide the following services to DISTRICT (collectively, the "Services"): Screen vision of kindergarteners and 2nd graders at Ocean View School, Cornell School, and Marin School using the UC BEST method covering the state mandated requirements for vision screening including near and distance vision and color vision for 2nd grade males.

2. Contractor Qualifications. CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR and all of CONTRACTOR's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of CONTRACTOR.

3. Term. CONTRACTOR shall:
 - ☒ Provide services under this AGREEMENT on the following specific dates
November 20, 2018; April 2, 2019; and April 4, 2019 and one additional date for preschoolers in fall 2018.

 - OR
 - ☐ Commence providing services under this AGREEMENT on _____, _____, and complete performance no later than _____, _____.

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by CONTRACTOR or the Contracted Parties.

In the event of early termination, CONTRACTOR shall be paid for satisfactory work performed to the date of termination. Upon payment by DISTRICT, DISTRICT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and DISTRICT may proceed with the work in any manner DISTRICT deems proper.

4. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, DISTRICT may terminate this Agreement at any time by giving written notice to CONTRACTOR if CONTRACTOR materially violates any of the terms of this Agreement, any act or omission by CONTRACTOR or the Contracted Parties exposes DISTRICT to potential liability or may cause an increase in DISTRICT's insurance premiums, CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Such termination shall be effective immediately upon CONTRACTOR's receipt of said notice.
5. Nondiscrimination. CONTRACTOR shall not discriminate against any person on account of race, color, religion, creed, sex, sexual orientation, age, marital status, national origin, ancestry, disability or upon any other unlawful basis.
6. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed \$2,000.00 (dollar amount). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
 - a. Such compensation shall be based on:
 - ☐ An hourly rate of \$_____ for a total amount of _____ hours.
 - ☐ A daily rate of \$_____ for a total amount of _____ days.
 - ☒ A flat fee of \$2,000.00
 - b. Payment method shall be:
 - ☒ Upon Completion.
 - ☐ Date of Service.
 - ☐ Other (Specify): _____

Any work performed by CONTRACTOR in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to Albany Unified School District, Attention: Accounts Payable, 1200 Solano Avenue, Albany, CA, 94706.

7. Equipment and Materials. CONTRACTOR at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other

items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services.

Notwithstanding the foregoing, DISTRICT shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by CONTRACTOR of the Contracted Parties, even if such Equipment is furnished, rented or loaned to CONTRACTOR or the Contracted Parties by DISTRICT. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by DISTRICT and in such case must be promptly remedied or replaced by CONTRACTOR at no additional cost to DISTRICT and subject to DISTRICT's reasonable satisfaction.

8. University Marks. University Marks are and shall remain exclusively the property of the CONTRACTOR. The DISTRICT shall not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the DISTRICT hereby expressly waives any right which it may have in University Marks. The DISTRICT recognizes the CONTRACTOR's exclusive ownership of University Marks.
9. California Residency. CONTRACTOR and the Contracted Parties shall be residents of the State of California.
10. Indemnification.
 - a) CONTRACTOR shall defend, indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claims") but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions, by CONTRACTOR, its officers, agents, or employees.
 - b) DISTRICT shall defend, indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all Claims arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, or employees.
11. Insurance. Without in any way limiting CONTRACTOR's liability or indemnification obligations set forth in this Agreement, DISTRICT reserves the right to require CONTRACTOR to procure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate; if applicable; and neither CONTRACTOR nor any of the Contracted Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage

have been delivered to and approved by DISTRICT. All insurance policies shall include an endorsement stating that DISTRICT and District Parties are named additional insured.

All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to DISTRICT. If any of the required insurance is not reinstated, DISTRICT may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by DISTRICT and shall waive all rights of subrogation against DISTRICT and/or the District Parties. Notwithstanding the foregoing, CONTRACTOR may provide such insurance with the self-insurance program of the University of California

12. Independent Contractor Status. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of DISTRICT and/or to which DISTRICT's employees are normally entitled.
13. Taxes. All payments made by DISTRICT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. DISTRICT will not withhold any money from compensation payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR and the Contracted Parties and otherwise in connection with this Agreement.
14. Fingerprinting/Criminal Background Investigation Certification. CONTRACTOR and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to District the following:
 - ☒ CONTRACTOR and the Contracted Parties shall **only have limited or no contact** (as determined by DISTRICT) with DISTRICT students at all times during the Term of this Agreement.
 - ☐ The following Contracted Parties have **more than limited contact** (as determined by DISTRICT) with DISTRICT students during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

- ☐ All of the Contracted Parties noted above, at no cost to DISTRICT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contracted Parties

have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

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

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

- ☒ Contracted Parties shall **only have limited or no contact** (as determined by District) with DISTRICT students at all times during the Term of this Agreement.
- ☐ The following Contracted Parties shall have **more than limited contact** (as determined by DISTRICT) with DISTRICT students during the Term of this Agreement and, at no cost to DISTRICT, have received a TB test in full compliance with the requirements of Education Code section 49406:

[Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR and shall be available to DISTRICT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with DISTRICT students until the TB certification requirements have been satisfied and DISTRICT determines whether any such contact is permissible.

16. Confidential Information. CONTRACTOR shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the DISTRICT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to DISTRICT all educational records related to the services provided to any DISTRICT student pursuant to this Agreement.
17. Assignment. CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of DISTRICT.

18. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon CONTRACTOR and DISTRICT and their respective successors and assigns.
19. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
20. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
22. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
23. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
24. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
25. Liability of District. Notwithstanding anything stated herein to the contrary, DISTRICT shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
26. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
27. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the DISTRICT Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:
ALBANY UNIFIED SCHOOL DISTRICT

CONTRACTOR:
The Regents of the University of California,
on behalf of its Berkeley Campus
 Tax Identification Number: 94-6002123

By:
 Name: Carrie Nerheim
 Title: Director of Student Services

By:
 Name:
 Title: Director of Business Contracts
 and Brand Protection

Address for District Notices:
 Albany Unified School District
 1200 Solano Ave
 Albany, CA 94706

Address for Contractor Notices:
 Christina Wilmer, OD
 UC Berkeley School of Optometry
 230 Minor Hall
 Berkeley, CA 94720

Date of Board Approval: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Board Meeting of November 13, 2018

ITEM: CALIFORNIA SCHOOL DASHBOARD LOCAL INDICATORS

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

TYPE OF ITEM: STAFF REPORT

PURPOSE:

The purpose of this board item is to report on the District's progress in meeting the California School Dashboard local indicators.

BACKGROUND INFORMATION:

California's accountability system reports progress and performance using several state and local indicators. The California School Dashboard includes eleven indicators of school and district success; five of the indicators are measured at the local level. Districts are required to assess their progress in each of the local indicators annually and assign one of three ratings (Met, Not Met, or Not Met for Two or More Years).

A district receives a rating of "Met" if:

1. Progress is measured annually.
2. Results are reported at a regularly scheduled meeting of the local governing board.
3. Results are uploaded to the online California School Dashboard.

DETAILS:

AUSD has measured its progress and will report a rating of "Met" in each of the four local indicators:

- **Local Indicator: *Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (Priority 1)***
Standard: *The District annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites.*
 - Evidence the standard has been met:
 - Annual publication of School Accountability Report Cards
 - Quarterly Governing Board reports on compliance with Williams settlement requirements
 - Annual certification of textbook sufficiency

- **Local Indicator: *Implementation of State Academic Standards (Priority 2)***

Standard: *The District has measured its progress implementing state academic standards.*

- Evidence the standard has been met:
 - Teachers on Special Assignment (K-12)
 - Content Area Specialists: Physical Education, Visual and Performing Arts, Reading Specialists, English Language Development
 - Curriculum aligned to state standards in English language arts and mathematics
 - Administration of common grade level/content area assessments
 - Professional learning opportunities based on assessment of site and district needs

- **Indicator: *Parent Engagement (Priority 3)***

Standard: *The District has measured its progress in seeking input from parents in decision making and promoting parental participation in programs.*

- Evidence the standard has been met:
 - Parents provide input through involvement in District committees: Black Parent Advisory Group, Familias Latinas de Albany; District English Learner Advisory Committee; Board Policy Committee, Budget Advisory Committee, Local Control and Accountability Plan Advisory Committee
 - Parents are invited to attend site-based parent information sessions throughout the school year. Topics address student learning, social emotional development, and growth.
 - The California Schools Parent Survey was administered to parents in 2017-2018 and re-administered in 2018-2019 (due to low response rates in 2017-2018).

- **Indicator: *School Climate (Priority 6)***

Standard: *The District administers the California Healthy Kids Survey (CHKS) at least every other year in order to measure perceptions of school safety and connectedness.*

- Evidence the standard has been met:
 - The California Healthy Kids Survey was administered to students in grades 5, 7, 9 and 11 in 2017-2018.

- **Indicator: *Access to a Broad Course of Study (Priority 7)***

Standard: *The District annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs.*

- Evidence the standard has been met:
 - Grades 1-6: Course offerings in English, mathematics, science, social science, health, and physical education

- Grades 7-12: Course offerings in English, social science, foreign language, physical education, science, mathematics, applied arts, and Career Technical Education
- LCAP aligned staffing to support access to a broad course of study

STRATEGIC GOALS ADDRESSED:



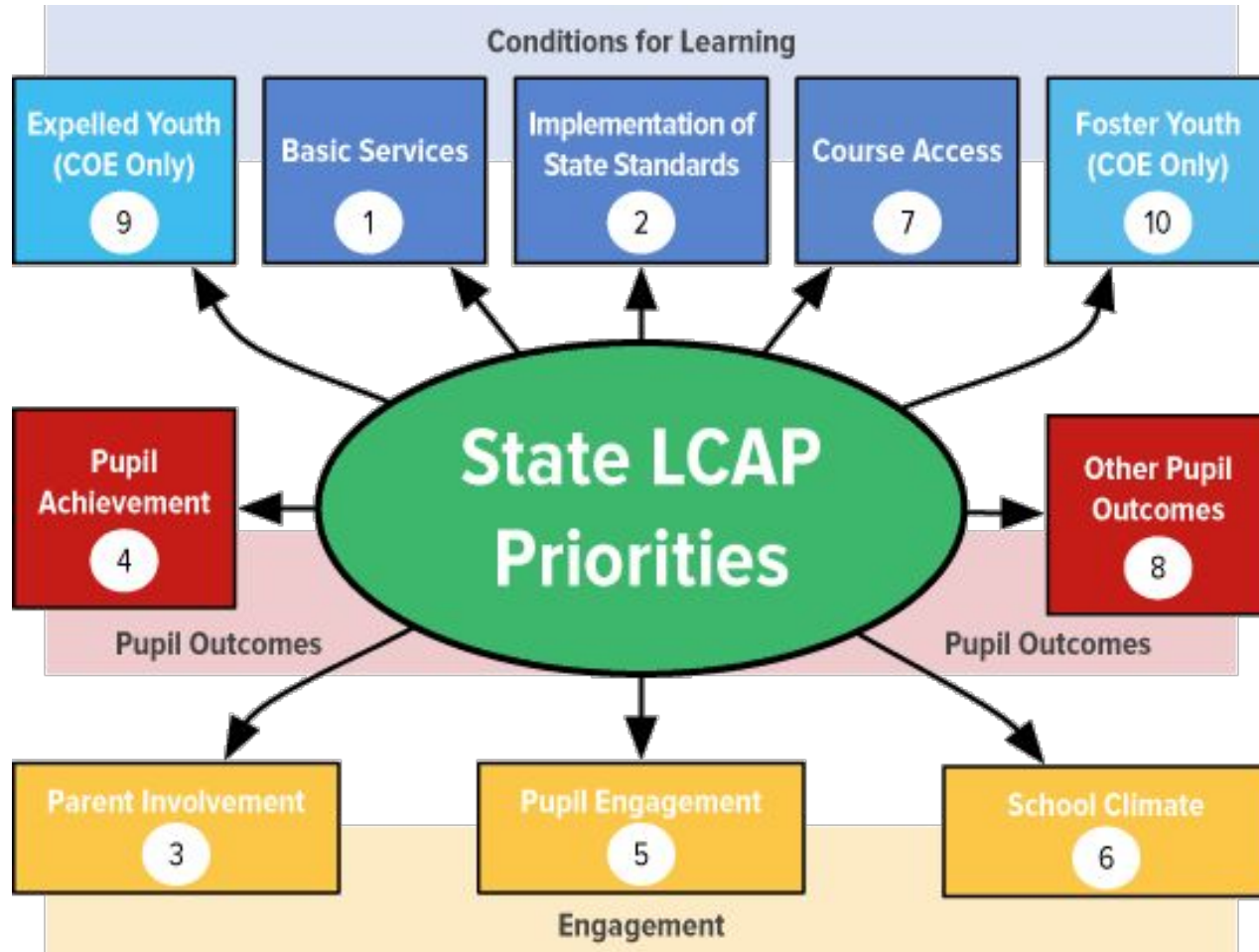
Objective #3: *Communicate and Lead Together. Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

RECOMMENDATION: RECEIVE THE STAFF REPORT ON CALIFORNIA SCHOOL DASHBOARD LOCAL INDICATORS.



California School Dashboard Local Indicators

November 13, 2018





California School DASHBOARD

6 State Indicators

Performance Categories:



College & Career *

Percent of students
prepared for college &
career

Graduation Rate

Percent of students
who earn a regular
H.S. diploma

Academics

Distance from the
lowest score needed
for "Standard Met"

English Learner Progress

Percent of English
Learners making one
year's progress

Chronic Absenteeism *

Suspension Rate

Percent of students
who were suspended

5 Local Indicators

Performance Categories:

Met / Not Met / Not Met for 2+ Years

Basic Conditions

Implementation of Academic Standards

Parent Engagement

School Climate

Access to a Broad Course of Study *

California School Dashboard: Local Indicators

The standards for the local performance indicators are based on whether School Districts/Local Educational Agencies (LEAs):

1. **Measure** their progress on the local performance indicator based on locally available information, and
2. **Report** the results to the Governing Board at a regularly scheduled meeting

Districts determine whether they have (*Met, Not Met, or Not Met for Two or More Years*) for each applicable local performance indicator. Districts make this determination by using self-reflection tools included in the evaluation rubrics, which will allow them to measure and report their progress through the California School Dashboard.

California School Dashboard: Local Indicators

- Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (Priority 1)
 - Standard: Districts annually measure progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable.
- Implementation of State Academic Standards (Priority 2)
 - Standard: Districts annually measure progress implementing state academic standards.
- Parent Engagement (Priority 3)
 - Standard: Districts annually measure progress in (1) seeking input from parents in decision making and (2) promoting parental participation in programs.

California School Dashboard: Local Indicators

- School Climate (Priority 6)
 - Standard: Districts administer a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12).
- Access to a Broad Course of Study (Priority 7)
 - Standard: Districts annually measure progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study including the programs and services developed and provided to unduplicated students and individuals with exceptional needs.

Local Indicator 1: Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (Priority 1)⁹⁵

Standard: LEA annually measures its progress in meeting the *Williams* settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable.

- Number of:
 - Mis-assignments teachers of English Learners: 0
 - Total teacher mis-assignments: 2
 - Number of vacant teacher positions: 1
- Number of students without access to their own copies of standards-aligned instructional materials for use at school and at home: 0
- Number of identified instances where facilities do not meet the "good repair" standard: 0

AUSD has Met the Standard for Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (Priority 1)

Local Indicator 2: Implementation of State Academic Standards (Priority 2)

Standard: LEA annually measures its progress implementing state academic standards.

Rate the LEA's progress in implementing the academic standards and/or curriculum frameworks identified below:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards (NGSS)
- History-Social Science (HSS)*
- Career Technical Education (CTE)
- Health Education Content Standards
- Physical Education Model Content Standards (PE)
- Visual and Performing Arts (VPA)
- World Language

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Local Indicator 2: Implementation of State Academic Standards (Priority 2)

Area of Implementation	Rating
Providing <u>professional learning</u> for teaching to the recently adopted academic standards and/or curriculum frameworks	4 - Full Implementation: ELA & Mathematics 3 - Initial Implementation: ELD & NGSS (K-5) 2 - Beginning Development: History-Social Science*
<u>Instructional materials</u> that are aligned to the recently adopted academic standards and/or curriculum frameworks	4 - Full Implementation: ELA & Mathematics 3 - Initial Implementation: ELD, NGSS (K-5) 2 - Beginning Development: History-Social Science*
Implementing <u>policies and programs</u> to support staff in identifying areas where they can improve in instruction delivery aligned to the recently adopted academic standards and/or curriculum frameworks	4 - Full Implementation: ELA, Mathematics, ELD 3 - Initial Implementation: NGSS (K-5) 2 - Beginning Development: History-Social Science*

**Ratings refer to implementation of new History Social-Science framework adopted by the CA State Board of Education in 2016.*

Local Indicator 2: Implementation of State Academic Standards (Priority 2)

98

Area of Implementation	Rating
<p>Implementing each of the other academic standards:</p> <ul style="list-style-type: none">• Career Technical Education• Health Education Content Standards• Physical Education Model Content Standards• Visual and Performing Arts• World Language	<p>4 - Full Implementation: PE Model Standards, VPA, World Language, CTE, Health Education</p>
<p>Rate the LEA's success at engaging in the following activities with teachers and school administrators:</p> <ul style="list-style-type: none">• Identifying the professional learning needs of groups of teachers or staff as a whole• Identifying the professional learning needs of individual teachers• Providing support for teachers on the standards they have not yet mastered	<p>4 - Full Implementation</p>
<p>AUSD has <u>Met</u> the Standard for Implementation of State Academic Standards (Priority 2)</p>	

Standard: LEA annually measures its progress in (1) seeking input from parents in decision making and (2) promoting parental participation in programs.

Seeking Input from Parents in Decision-Making:

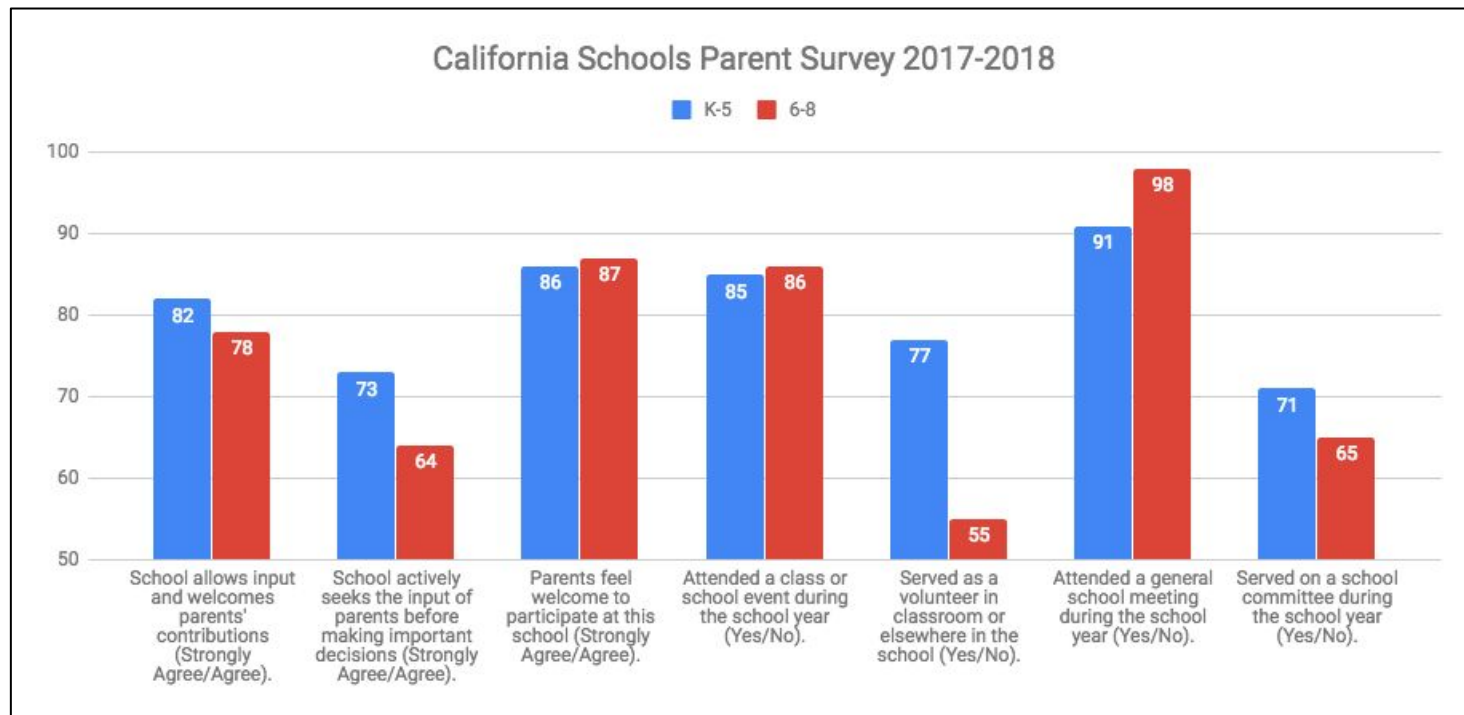
- Albany Coming Together Advisory Committee
- Board Policy Committee
- Budget Advisory Committee
- Local Control and Accountability Plan Advisory Committee
- Citizens Bond Oversight Committee
- Regular Parent Attendance at Governing Board Meetings
- School Construction Design Teams

Promoting Parental Participation in Programs:

- Black Parent Advisory Group
- Latinas Familias de Albany
- English Learner Advisory Committee/District English Learner Advisory Committee
- Parent Teacher Associations
- Community Partnerships:
 - Albany Athletic Boosters, Albany Community Foundation, Albany Education Foundation, Albany Music Fund, Albany Performing & Fine Arts Boosters, Albany Rotary Club, and SchoolCARE
- Classroom Volunteers/Field Trip Chaperones
- Back to School Night/Open House
- Invitations to School Events/Activities

2017-2018 California School Parent Survey

- Grades K-5: 45 Respondents
- Grades 6-8: 103 Respondents



AUSD has Met the Standard for Parent Engagement (Priority 3)

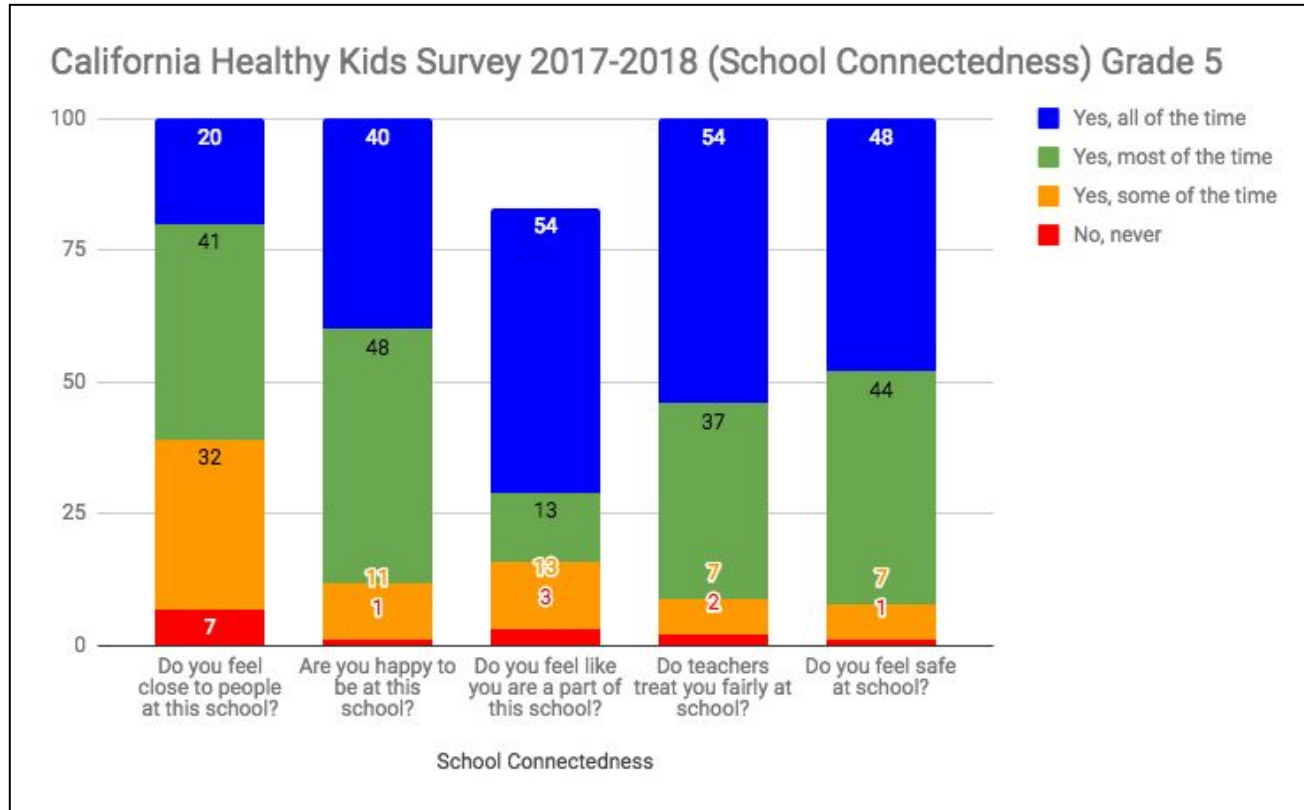
School Climate (Priority 6)

Standard: LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12).

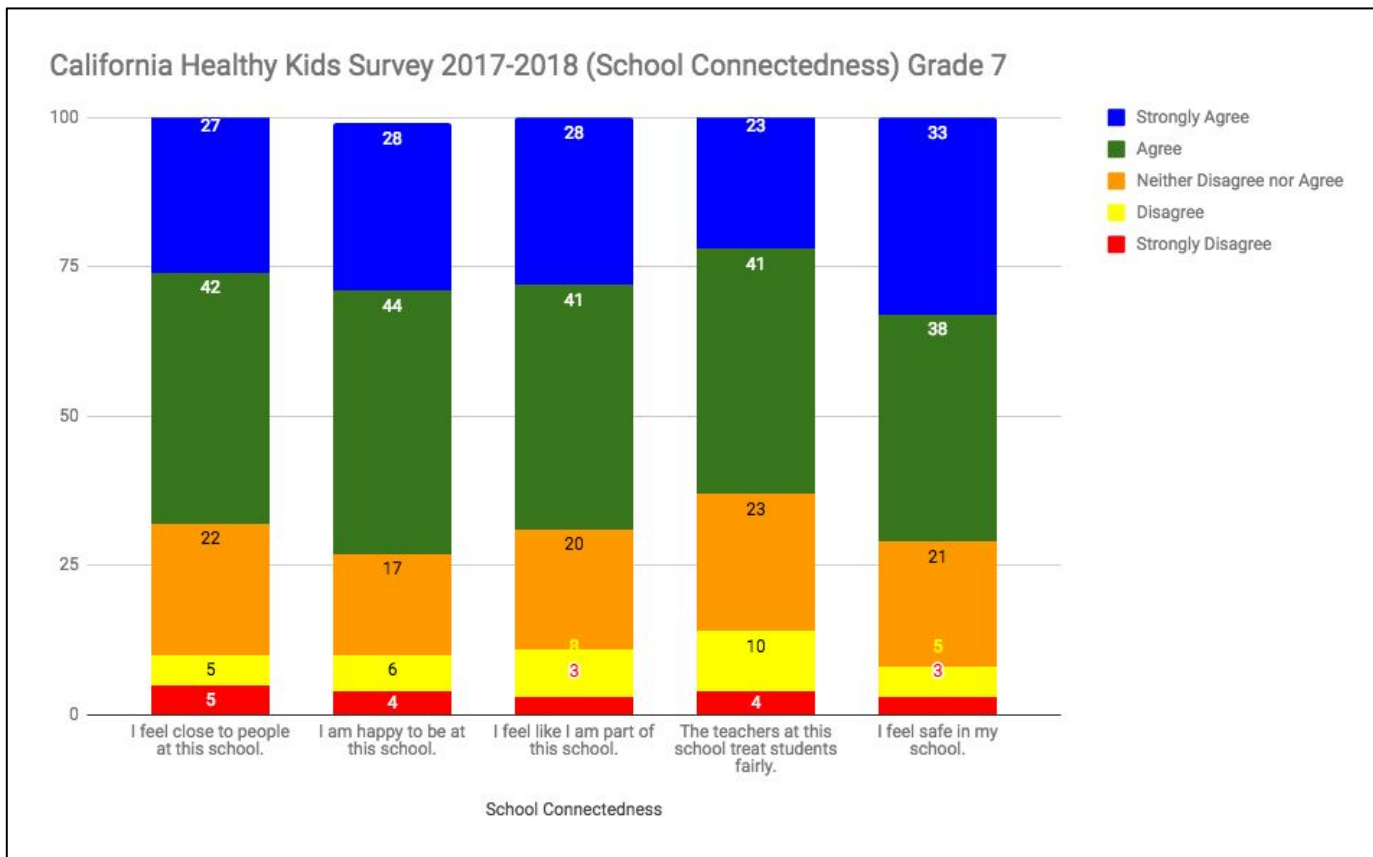
CA Healthy Kids Survey

- Administered in Grades 5, 7, 9, and 11
 - 2017-2018 Sample Sizes
 - Grade 5: 225
 - Grade 7: 243
 - Grade 9: 247
 - Grade 11: 180

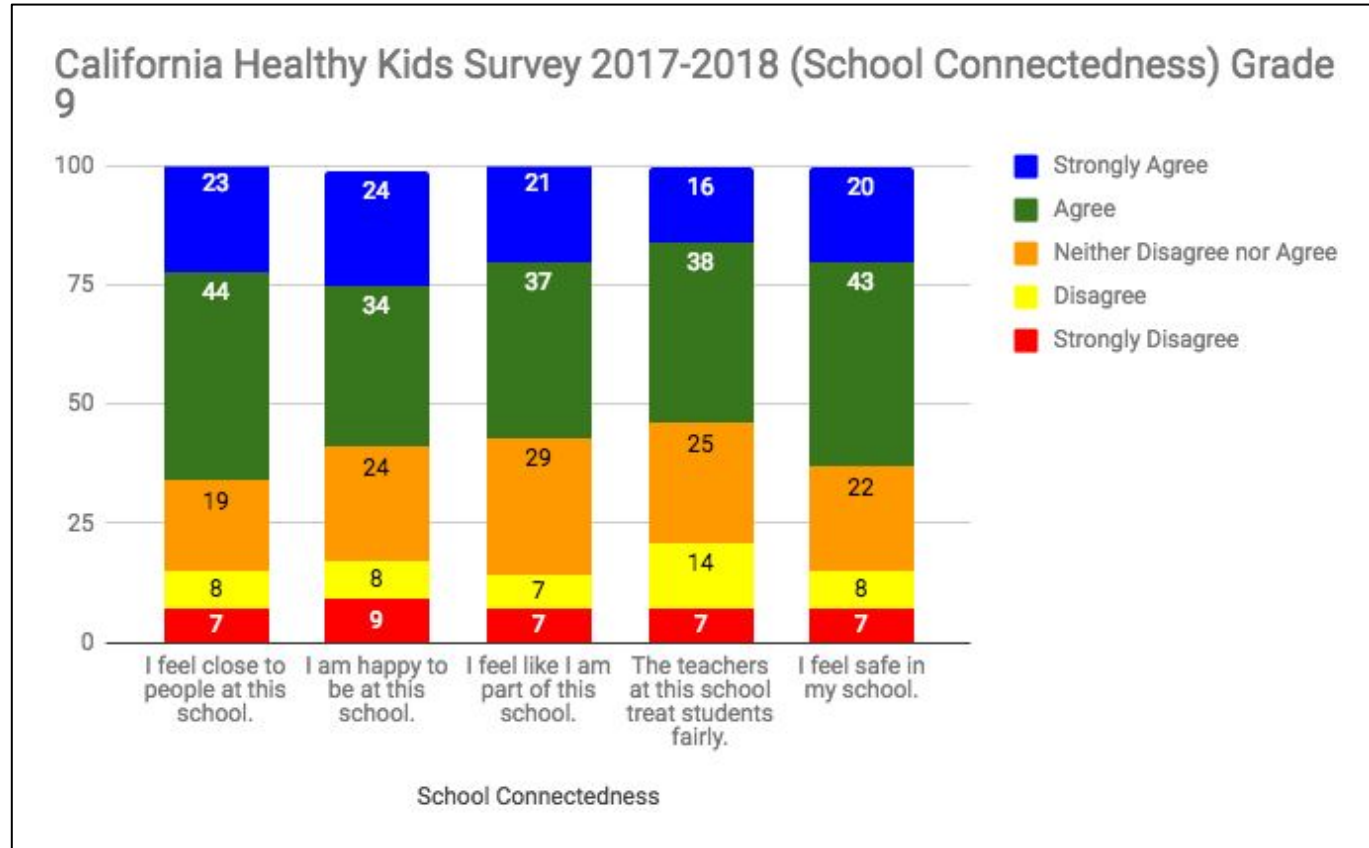
California Healthy Kids Survey (2017-2018)



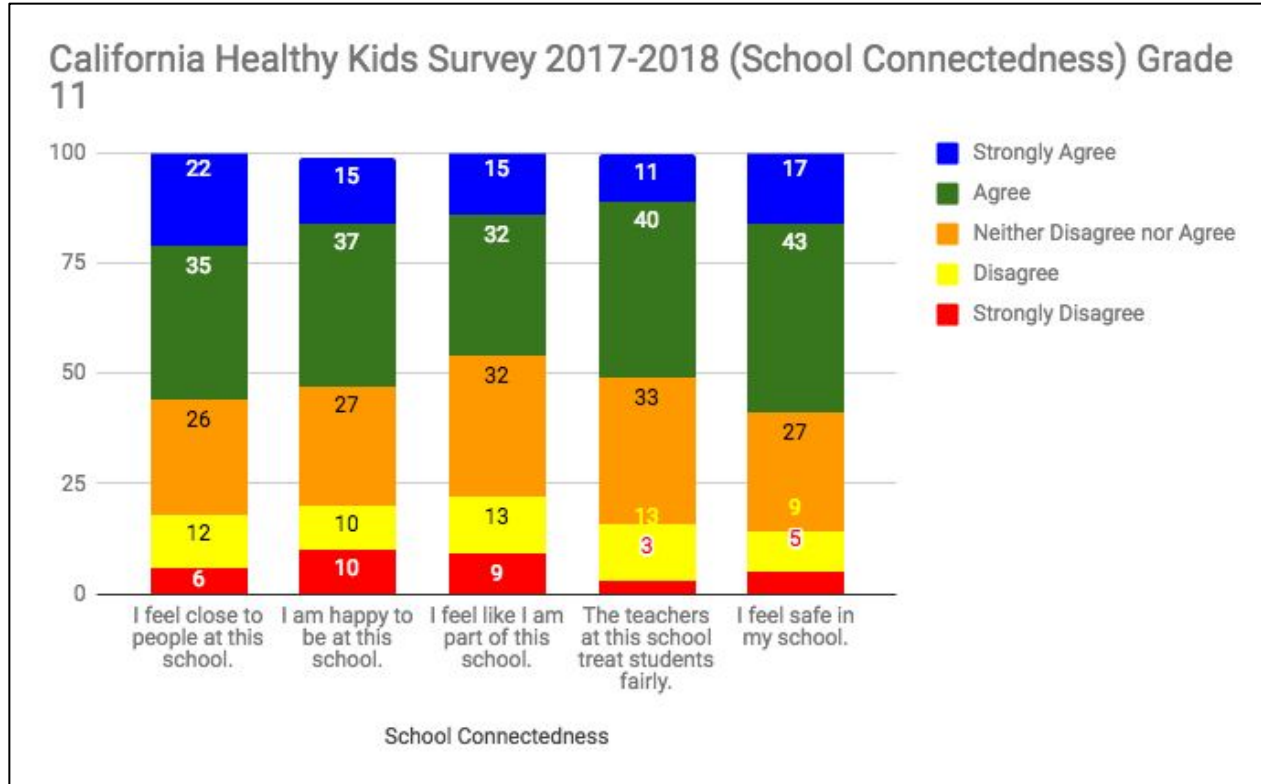
California Healthy Kids Survey (2017-2018)



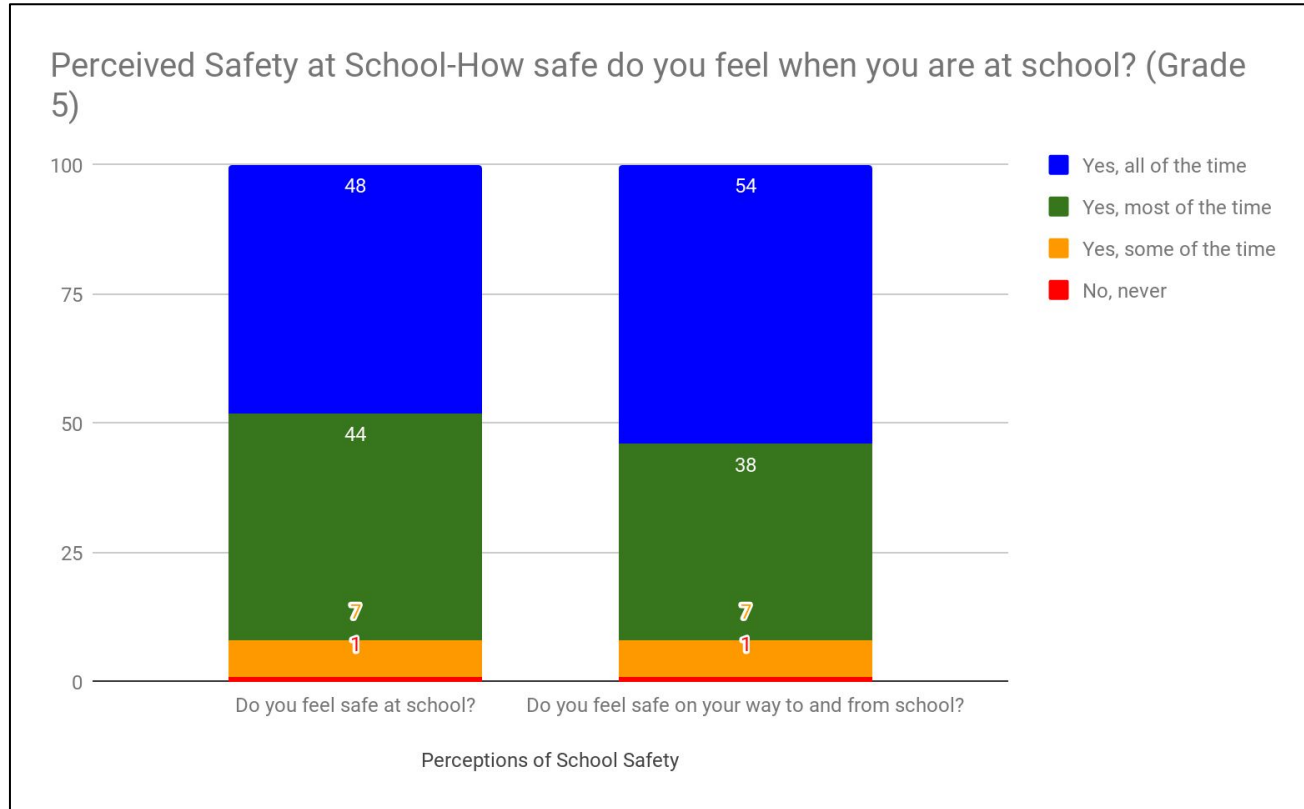
California Healthy Kids Survey (2017-2018)



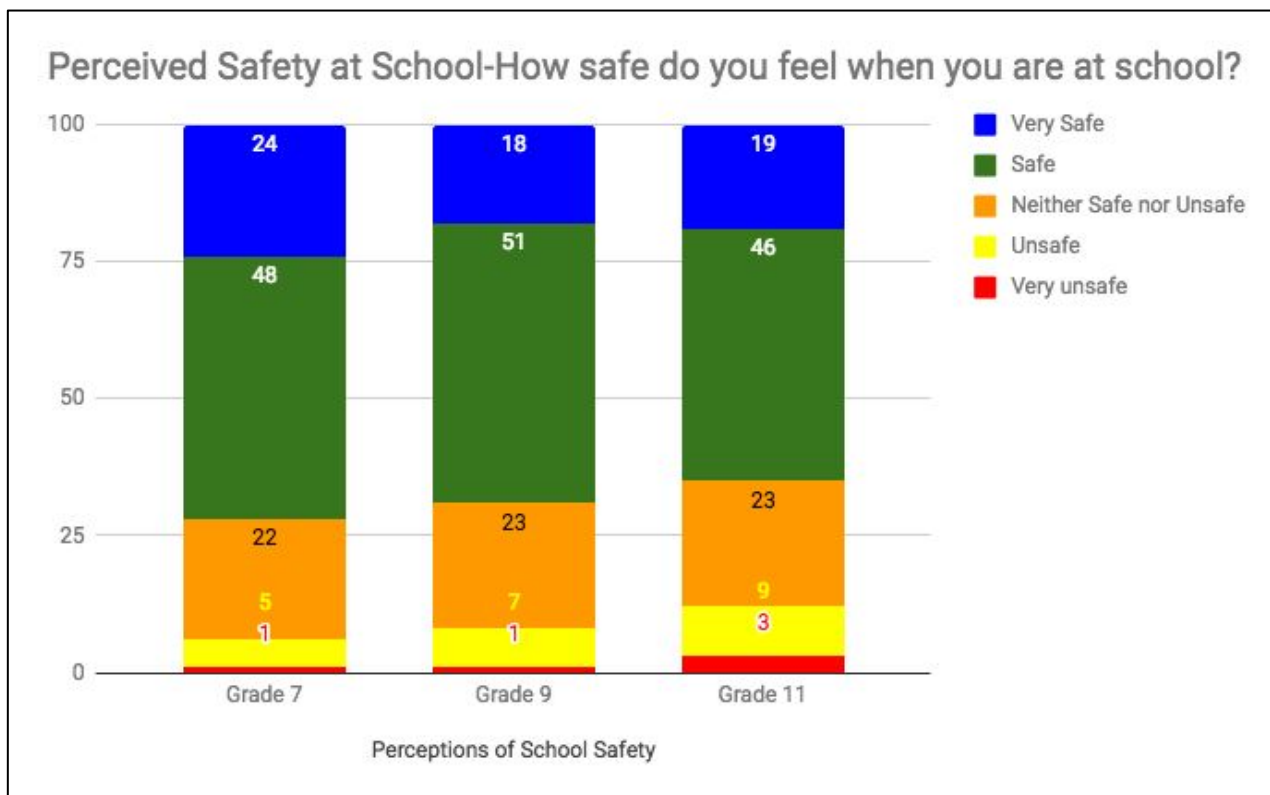
California Healthy Kids Survey (2017-2018)



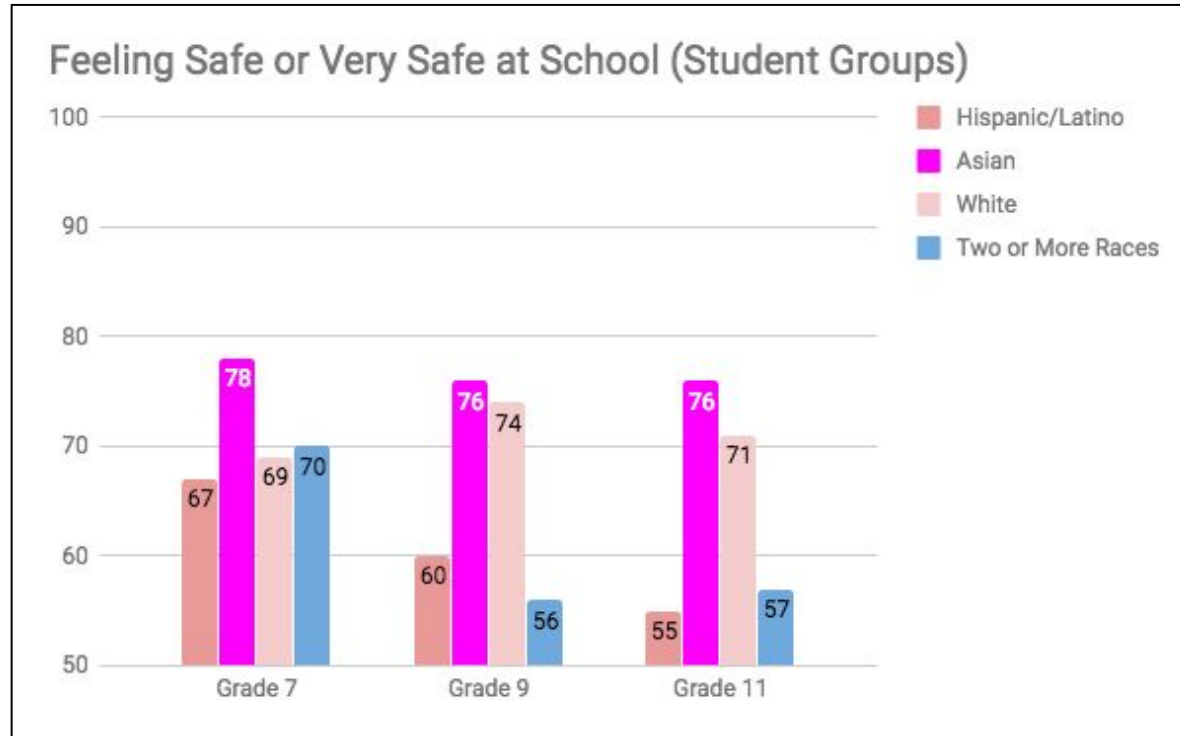
California Healthy Kids Survey (2017-2018)



California Healthy Kids Survey (2017-2018)



California Healthy Kids Survey (2017-2018)



AUSD has Met the Standard for School Climate (Priority 6)

Access to a Broad Course of Study (Priority 7)

Standard: The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study including the programs and services developed and provided to unduplicated students and individuals with exceptional needs.

California Education Code (Courses of Study):

- **Grades 1-6:** English, mathematics, science, social science, health, and physical education
- **Grades 7-12:** English, social science, foreign language, physical education, science, mathematics, applied arts, and Career Technical Education

AUSD Staffing Highlighted in the Local Control and Accountability Plan:

- Teachers on Special Assignment
- Intervention Specialists
- English Language Development Specialists
- Career Technical Education Teachers (Grades 9-12)
- Advanced Placement Teachers (Grades 9-12)
- Visual and Performing Arts Specialists
- Teacher Librarians and Library Technicians
- School Counselors
- Physical Education Teachers

AMS and AHS Course Offerings:

AMS-Total Student Enrollment: 860

- Course Enrollment
 - Foreign Language: 429
 - Applied Arts: 822

AHS-Total Student Enrollment: 1177

- Course Enrollment
 - Foreign Language: 722
 - Applied Arts: 593
 - Advanced Placement: 760
 - Career Technical Education: 550

AUSD has Met the Standard for Access to a Broad Course of Study (Priority 7)



California School Dashboard Local Indicators

November 13, 2018

**ALBANY UNIFIED SCHOOL
DISTRICT BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

ITEM: Special Education Update

PREPARED BY: Diane Marie, Director of Special Education

TYPE OF ITEM: Staff Report

PURPOSE:

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

BACKGROUND INFORMATION:

The Board requested a Special Education update be made monthly at a Board Meeting.

DETAILS:

Special Education caseload numbers and Section 504 assessments conducted during the 2017-2018 school year will be reviewed.

STRATEGIC OBJECTIVES ADDRESSED:



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



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

RECOMMENDATION: Receive the Special Education Staff Report

CASELOADS

As of 11.05.2018

Special Day Class

Staff	Caseload
Preschool	5
Cornell	7
OV	6
AMS	8
Cornell/AMS	11
AHS	12
Adult Transition	7

Speech/Language Specialists

Staff	Max CL	Caseload
Preschool	20	13
Elementary 1	6	4
Elementary 2	55	34
Elementary 3	55	40
Elementary 4	55	37
Middle School	44	32
High School +	44	34

Resource Specialists

Staff	Max CL	Caseload
Cornell	28	18
Cornell Inclusion	14	4
Marin	28	19
OV	28	18
AMS 1	28	21
AMS 2	28	26
AMS 3	28	16
AHS 1	28	18
AHS 2	28	21
AHS 3	28	17
AHS 4	28	24

Occupational Therapists

Staff	Caseload
OT 1	48
OT 2	40

Adapted Physical Education Teacher

Staff	Caseload
APE	22

Section 504 Assessments 2017-2018

Elementary	0
Middle School	2
High School	6

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

ITEM: BUDGET ADVISORY COMMITTEE REPORT

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW & DISCUSSION

PURPOSE: For the Board of Education to review and discuss the Budget Advisory Committee's Report and provide direction to Staff.

BACKGROUND INFORMATION:

- At the October 10, 2017 Regular Board of Education meeting, the Board agreed to the creation of an ad-hoc Budget Input Assessment Committee that would meet in November and December and not be a Board appointed committee.
- At the December 5, 2017 Special Board of Education meeting, the Board received an update of the Budget priorities Process and agreed to a longer time frame for the Budget Priorities Process and agreed to a longer time frame for the committee to work through data to develop recommendations.
- At the January 23, 2018 Regular Board of Education meeting, the Board provided direction to staff on developing a Board Appointed Budget Committee.
- At the February 13, 2018 Regular Board of Education meeting, the School Board discussed the appointment of a Budget Advisory Committee and tabled the item so that the Board could 1) discuss how the committee will be selected and 2) Board take action on the creation of the committee. The specific charge of the committee would also be determined.
- At the July 20, 2018 Special Board meeting, the Board of Education passed [Resolution No. 2018-19-01: Resolution Confirming the District's Commitment to Fiscal Solvency](#). This resolution states that the Board recognizes that the current multi-year projection indicates that the District will need to identify ongoing expenditure reductions (in the absence of additional revenue) of \$2.5 million in 2019-20; as presented in the 2018-19 Adopted Budget. The resolution also states that the Board of Education will develop, prioritize, and adopt specific net expenditure reductions for 2019-20 sufficient to maintain a 3% economic uncertainty reserve over a three year period on or before the November 13, 2018 Board meeting.
- At the [August 14, 2018](#) Regular Board of Education meeting, the Board determined the number of members of the Budget Advisory Committee, the stakeholder groups to be represented, the purpose and the charge of the committee, and the date that the Board would receive the

Committee's report.

- Per the Maddy Act, Board Appointed Committee positions must be posted for 10 work days. The positions were posted from Thursday, August 18, 2018 through Wednesday, August 29, 2018.
- At the [September 11, 2018](#) Regular Board of Education meeting, the School Board appointed the members of the Budget Advisory Committee.
 - Jessica Cross (Parent)
 - An (Joseph) Vu (Parent - shared)
 - Ben Wallace (Parent - shared)
 - Stephen Naiff (Teacher/ATA)
 - Morgan Paschke (CSEA)
 - Richard Betz (SEIU)
 - Darren McNally (Site Administrator/Coordinator of Alternative Education/MacGregor High School Principal)

DETAILS:

The purpose of the Budget Advisory Committee (BAC) is to *identify potential expenditure reductions to meet the School Board's goal to balance the budget and evaluate consequences (pros and cons) associated with each*. The BAC met six times:

- Meeting 1: September 21, 2018
- Meeting 2: October 3, 2018
- Meeting 3: October 18, 2018
- Meeting 4: October 29, 2018
- Meeting 5: November 2, 2018
- Meeting 6: November 7, 2018

A link was provided on the district's website for staff and community input, and this link was advertised to the AUSD staff and community. Feedback that was provided on the link and any feedback that was provided to the Superintendent via email was provided to the BAC. The BAC received information on the district's restricted and unrestricted budget, discussed potential budget reductions, discussed the pros and cons of each potential reduction, and discussed priorities. The BAC also heard public comment at each of the BAC meetings, except for one meeting where there were no members of the public present.

STRATEGIC GOALS ADDRESSED:



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

RECOMMENDATION: For the Board of Education to review and discuss the Budget Advisory Committee's Report and provide direction to Staff.

**Albany Unified School District
Budget Advisory Committee (BAC)
Report to Board of Education**

AUSD Budget Deficit

On June 13, 2017, AUSD staff reported to the Board of Trustees that the District was facing an annual budget deficit in part due to the increases in employee health and welfare benefit costs, increase in CalSTRS and CalPERS cost to the district, and the State's re-allocation of funding due to the recently enacted Local Control Funding Formula. AUSD organized a Town Hall Meeting on October 21, 2017 to raise public awareness and solicit public input on priorities for consideration in cutting the budget. The Superintendent and the previous Chief Business Official convened a Budget Work Group consisting of two Board members, two administrators, teachers, parents, and classified staff. This committee only met a few times in 2017-18. The Budget Work Group did not present any recommendations.

Committee formation

On December 5, 2017, during a special AUSD Board meeting on the budget deficit, the Board asked staff to organize a Board-appointed Budget Committee. The Committee was approved on August 14, 2018, with members to consist of one Albany Teachers Association (ATA) representative, one site administrator, one elementary parent, one secondary parent, one California School Employees Association (CSEA) member, and one Service Employees International Union (SEIU) representative. The Superintendent and Chief Business Official were to organize the committee and facilitate meetings. Applications for appointment to the Committee were publicly solicited, and on September 11, 2018, the members were appointed by the Board of Education, with two elementary parents appointed sharing half a vote.

Members

1. Stephen Naiff, teacher
2. Darren McNally, site administrator
3. Ben Wallace, elementary parent (shared)
4. An (Joseph) Vu, parent, elementary parent (shared)
5. Jessica Cross, secondary parent
6. Morgan Paschke, para-educator
7. Richard Betz, custodian

Meetings

1. Members were notified of a first meeting to be held on September 21, 2018, with subsequent meetings scheduled around Committee members' availability.
2. District staff initially allotted four two-hour meetings, or eight hours in all, for the committee to complete its work. Subsequently, two additional meetings were scheduled. The six meetings were held on:
 - a. Meeting 1: September 21, 2018
 - b. Meeting 2: October 3, 2018
 - c. Meeting 3: October 18, 2018
 - d. Meeting 4: October 29, 2018
 - e. Meeting 5: November 2, 2018
 - f. Meeting 6: November 7, 2018

3. In accordance with the Brown Act, all meeting agendas were publicized no less than 72-hours in advance, and meetings were open to the public.
4. Superintendent Valerie Williams and Chief Business Official Jackie Kim were present at all meetings to present information, answer questions, and facilitate discussion.

Mission

The Committee's official purpose was to ***Identify potential expenditure reductions to meet the School Board's goal to balance the budget and evaluate consequences (pros and cons) associated with each.*** The Committee was instructed that it needed to complete its budget evaluation, recommendations, and report in time to present to the November 13, 2018 AUSD Board of Education meeting. This timeframe was necessary in order for the Superintendent to present a budget reduction plan to the Board of Education by the November 27, 2018 Board of Education meeting. At the December 11, 2018 Board of Education meeting, the 1st Interim Budget will be presented to the School Board. By December 15, 2018, the 1st Interim Budget must be provided to the Alameda County Office of Education. If the budget reductions include a reduction in certificated employees, layoff notices will need to be received by employees prior to March 15, 2019. Classified employees will need to be noticed within the guidelines set forth in the CSEA and SEIU collective bargaining agreements. The 2nd Interim report will be provided to the Board at the March 12, 2019 Board meeting.

The Committee limited its scope to potential expenditure reductions and did not evaluate potential revenue opportunities because new revenues would most likely not be achievable in time to affect the 2019-2020 budget, and the time allotted for the Committee's work necessitated focusing on the immediate need for cuts. Therefore, this report does not evaluate possible revenue increases. *The Committee's lack of focus on possibilities for increasing revenue must not be read as a dismissal of the critical role of increased revenue in future, long-term solutions for AUSD's budget.*

To pursue its charge, the Committee:

- Reviewed relevant information on the structure and content of AUSD's budget, the causes of the projected shortfall, the constraints of State requirements on District discretion over budgeting, and the history and highlights of the public discussion of the impending budget shortfall over the last few years.¹
- Considered staff-presented options for schedule of cuts (how much per year), level of reserves to be preserved, and specific possible cuts
- Requested and reviewed additional information as needed to make informed decisions
- Proposed possible cuts not presented by staff
- Listened to and considering public comment
- Discussed the pros and cons of all options
- Sought consensus on the preferred cut schedule and reserve level
- Sought consensus on how to prioritize specific cuts
- Collectively wrote the report

¹ *Members came to the Committee with varying levels of familiarity with these topics. The first four meetings consisted primarily of an extensive review of budget data, including requests for additional information, Q&A, and establishing a manageable framework for the group to provide informed input.*

Prior to the fifth meeting, members were asked to review the list of potential cuts on their own, submit written pros and cons, and provide first-take priority scores for the various possible cuts. The fifth meeting, which exceeded its scheduled time by 3 ½ hours, included public comments from several community members, including AUSD teachers and staff, students, and community members (approved minutes can be found on the district's website). The Committee received written comment prior to several meetings as well. At the fifth meeting, the Committee reviewed the staff-presented options as a group, and attempted to formally prioritize all options for which a dollar value had been assigned. After this meeting, Committee member Jessica Cross prepared an initial draft of this report. At the sixth meeting, the remaining Committee members met with Superintendent Williams and Chief Business Official, Jackie Kim to edit and finalize the report. Committee member, Jessica Cross, was not able to attend the final meeting on November 7 2018.

Selecting a Target Level for Reductions

Superintendent Williams initially recommended planning for \$4 million in budget cuts so that even if the Committee recommended \$2.5 million in cuts, we would have a list for reference in subsequent years if more cuts were needed. The CBO shared that a 9% reserve is equivalent to one month of district operating expenses. The Committee reviewed fourteen potential budget scenarios with varying levels of budget cuts and reserve percentages (See Appendix A). After lengthy discussions, the consensus of the Committee was to cut only what was needed to maintain a 3% reserve, the minimum level to remain compliant with State requirements. The committee agreed to pursue a scenario of 2.5 million in cuts in 2019-20. However, if new revenues are not generated, then there would need to be an additional \$1.8 million in cuts in 2022-23. (See Appendix B for Chart showing possible percentage reductions over time).

Criteria for Evaluating Budget Expenditures

Over the course of Committee's discussions, general themes emerged for weighing potential cuts:

- 1) Minimize the impact on students' educational quality as much as possible. Educating students is the purpose of the District and preserving a high-quality education for all students must be the foremost consideration.
- 2) Where possible, favor cuts to areas that can be more easily restored in the case of an improved budget outlook. Some reductions can be restored relatively easily simply by re-staffing. Other reductions, like the elimination of whole programs, might be harder to rebuild and are more likely to remain lost even in the event of a budget reversal.
- 3) Where possible, the various stakeholders should share in the cuts so that they do not fall too heavily on a particular school level (e.g., secondary vs. elementary), one category of student (e.g., special needs, at risk, high achieving), one category of staff (e.g., arts teachers, clerical), and so on. The more the widely the reductions can be dispersed, the less drastic they will be for the groups and functions affected.

After reviewing all potential cuts and discussing pros and cons, each member, with the members sharing the elementary seat voting individually, gave their own ranking of the individual items. These items and rankings are found in Appendix B.

Our aim was to identify \$2.5 m in cuts in the first round; however, the Committee settled on approximately \$1.3 million in reductions. The Committee acknowledges that an additional \$1.2m will need to be identified for the 2019-20 school year. A few first-round cuts do not yet have an estimated dollar value. The Committee recommends that the Board pursue these options, and once dollar

estimates have been produced, add them to the estimated \$1.3 million to be cut ahead of other items considered by the Committee.

The committee identified 1.3m in cuts that we feel are acceptable under the circumstances (See Table #1 below). To achieve an additional 1.2m in cuts, the Board will need to identify other reductions (see Table #2 below. There were proposed reductions that were considered but rejected by the Committee (see Table #3 below).

It is worth noting that some items have estimated values based on current costs that will necessarily change when real data for 2019-20 are available. Additionally, some of these items are subject to bargaining with employee groups and are not guaranteed.

Table #1: First Round Cuts

Potential Cut	Amount	Pros	Cons	Notes
Central Office Administration & District-Wide Support reductions proposed by the Superintendent (Combine roles of Director of Special Education and Director of Student Services into one position. Redistribute the duties of Special Education, Students Services and C,I&A. Director I Student Services to Director III St Svcs./Sp. Ed. Director III C,I&A to Asst. Supt. Both positions are promotions and include Pay increases. This also includes a reduction of 1FTE Special Education Behaviorist position and 1 FTE Technology Network Analyst position.	\$471,443	Away from sites and students. Superintendent feels functions can continue.	Remaining DO administrators will need to take on more and may be spread thin. Combining the Director of Special Education with Student Services could foster a focus on compliance over educational need, while also significantly reducing the leadership capacity in the face of increasing complexity within the special education population and potential changes to State policy. Eliminating a Behavior Specialist would directly impact a critical need for children with	This cut reflects a specific reduction plan being considered by the Superintendent. There might be ways to meet some part of this target through other means.

			<p>special needs that may impair their inclusion within the school community.</p> <p>The Network Analyst position oversees our district network which is the primary means of receiving information and conducting district business.</p>	
Materials & Supplies reductions ²	\$106,275	Will not affect staffing, or heavily impact student instruction.	Sites and DO will have to “make do,” which in some cases might lead to less optimal materials	
Reduce expenditures on teacher laptops by replacing with Chromebook or PC, by lengthening replacement cycle, or through other means. Currently, MacBook Air is standard issue.	\$40,000	Away from students. If a reasonable but less costly substitute could be found, the main functions would be preserved.	It is not clear the main functions could be done with Chromebooks. Teachers use MacBooks for things Chromebooks cannot do. It is not clear cheaper PCs are an option. Impact of support costs is not clear.	The Committee recommends this cut only if it is found to be feasible after further research. Committee did not have adequate information to assess.
Eliminate Teacher Summer	\$100,000	Does not directly impact student	Lack of training may lead to stagnation.	Need to make sure reductions can be made in

Workshops/Materials & Supplies		programs. Does not reduce staff. Can be added back if budget recovers. May be partially replaced by targeted PD jointly funded by PTAs, etc.		compliance with LCAP.
Library Aide / Tech Reduction	\$36,000	Amount of library support has ebbed and flowed over time. While a reduction is not ideal, the libraries would stay open. Support could be added back easily with an improved budget.	The current level is need for optimal library function. The loss of support will make librarians' jobs harder.	
Physical Fitness Testing. Go Paperless	\$550			
Reduce 1 site clerical support	\$48,000	No direct impact in the classroom. Would reduce to level of a few years ago, when enrollment was higher. Can be added back with an improved budget	Will make administration at the affected site more burdensome.	
Reduce 1 counselor (asking SchoolCARE to add .5 counselor will maintain 2 counselors)	\$110,000	Because SchoolCARE already pays for counseling, the hope was that this could be expanded,	Any reduction will negatively affect kids who are struggling vulnerable, as well as other kids who are	The proposed cut was down from two counselors presented to the Committee.

		minimizing the reduction in service.	affected by their behavior when they are not supported. It is not clear that SchoolCARE has the resources to increase funding.	
<p>Seek to set 3 furlough days for all certificated staff. (From current teacher calendar, one institute day before school starts, both PD days during the school year.)</p> <p>***Subject to Bargaining.</p>	\$408,000	This would be a way to enact an easily reversible pay reduction. Professional development days do not directly affect students. It would also be a small reduction across all staff rather than layoffs for specific staff, in keeping with the idea of spreading the impact of reductions widely across stakeholders.	This is subject to negotiation and is therefore uncertain. Furloughs are temporary and would have to be repeated. If the budget did not improve, another way to save the funds would be required. Staff would not receive as much training. Pay cuts would be uneven, on a percentage basis, for employees with different work-year lengths, so that the percentage cut for 185-day employees would be more than double that of year-round employees.	One or two furlough days were also considered but, given the other options presented, the Committee felt it would be better to seek all three. The possibility of setting greater furlough days for staff with higher number of work days was also raised but not voted on as an item.
Replace all leased portables with purchased portables, using bond funds	Unknown	Could tap bond funds in a way that reduced need for	Might mean scaling back OV project.	May or may not be feasible; district staff is researching.

		general fund cuts. Would not affect instruction or cause staff reductions. Would likely find wide community support.		
Eliminate District field trip funding by working with PTAs and other funding groups to form a joint fund to cover need	Unknown	Would not affect students or staff.	Would require coordinating with funders.	Might not be feasible.
Allow HS students waive PE requirements with outside sports meeting certain requirements, following the BHS model	Unknown	If utilized enough to reduce sections of PE, would reduce FTE. Was emphasized by student member on first Budget Committee. Might help reduce student load.	Waiving out would only be available to students who could afford or qualify for scholarships for qualified outside sports. Might cause loss of breadth in physical education.	Needs further research to estimate interest, likely savings, and full implications.

Table #2: Additional Reductions As Necessary

Potential Cut	Amount	Pros	Cons	Notes
Reduce AHS from to a budgeted 6 period day. This would not be a reduction in the bell schedule, but rather planning course	\$375,000	This would reduce 5 FTE. Students could still opt to take 7 classes, if they were offset by enough other students taking only 5. It would be possible for them to meet their requirements. Unlike at the middle school,	A rich range of electives is necessary to offering academic excellence at the high school. Some students stay anchored to school because of a non-academic elective. Because the high school sets its	

offerings for students to take an average of 6 courses per year.		it would be possible for the high school to cut electives beyond the arts to achieve the reduction, so that it would not necessarily fall all on the arts.	requirements to avoid academic tracking, high-achieving students cannot reach many AP courses without taking them as extra electives.	
Increase class size for third through fifth grade, with combo classes	Not yet analyzed	At the older grades, teachers might be comparatively more able to set a group of students working on something and then move to the other grade level to assist with their separate curricular work. It is generally felt that small class size is more important the younger the children are.	See “cons” for elementary class size reduction for all grades in the “off the table” chart. By limiting the combos to older grades, the district could not use them as needed to hold down number of classes. For this reason, it is not clear how useful they would be in achieving savings.	
Pursue the option of benefits reductions in negotiations. ***Subject to bargaining	Up to \$2.3 million, but likely less. (See Appendix C for detail showing savings associated with possible health benefit changes.)	This could be a structural change providing some long-term budget relief, allowing the District to avoid more of the “off the table” and other less preferred cuts over time. Reductions would not necessarily put us out of line with neighboring districts, as many other districts require an employee contribution to health coverage. Please see Appendix D for a table showing examples from other districts, with the note that comparison data are limited and fluid and the information should be taken	This would be subject to negotiation and so would be uncertain. Shifts in healthcare add uncertainty to the amount of savings. Especially if done along with furlough days, this might negatively affect employee morale and cause attrition, which could indirectly impact students. An excellent teaching staff is necessary for an excellent education. Once cut, health benefit coverage is rarely increased again.	The discussion of this item was complicated and difficult at times. The committee considered carefully reviewed background information. Please read Appendices C and D for more information.

		accordingly. A reduction in benefits could spread the cut across employees minimizing layoffs; all employees would pay for some part of their health coverage rather than some employees being losing their jobs altogether. This would not directly impact kids.		
Reduce 1 High School Site Administrator (FTE)	\$180,000	This would be one of the three HS administrator positions other than AHS Principal. Duties could potentially be reassigned across the remaining three positions, as would happen with the District administrative reductions if enacted. This cut would not directly affect the classroom.	The HS (AHS and MacGregor together) is by far the largest school segment in the District. As the last institution before students leave school, the HS has particularly complex administrative demands for its wide range of students engaged in varied courses of study, from those on an ambitious college track to those requiring alternative and continuing education. It is possible that two additional administrators beyond the Principal would not provide all the services currently provided. If programs need to be cut to make the reduction work, they might not be easily restored.	
Increase class size at AHS (as calculated by	\$300,000-\$375,000	Older students might be more able to function in larger	Needs to be negotiated and so is uncertain. Larger	

student contacts) to 32:1 or 33:1. ***Subject to bargaining		groups. Would not eliminate whole subjects, such as art, that students may rely on, but rather number of sections within subjects.	classes would mean less differentiation, individual student feedback, and special attention to struggling or vulnerable students.	
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Table #3: Not Recommended to Be Cut

Potential Cut	Amount	Pros	Cons	Notes
Reduce periods per day at AMS from 7 to 6	\$435,000	Would produce savings by reducing 6 FTE.	Would have the consequence of making it impossible for students to study both a foreign language and another elective. The effect would be a reduction in the music and arts programs, and possibly language offerings. This would significantly diminish educational quality, for students of all academic achievement levels.	Many public commenters spoke against this potential cut, emphasizing the importance of arts for student development.
Increase elementary class size at all grades to somewhere between 25:1 and 28:1, including combo classes where necessary to achieve savings.	\$150,000-\$675,000, depending on the class size.	Potentially large savings could be found without reducing any programs. Class size reductions are relatively easy to restore if budget recovers. Combo classes have occasionally been effective in the past.	For class size increases to yield savings, combo classes need to be included. Teachers feel the rigid grade level curricula they now face make combo classes very difficult to teach effectively, especially without classroom aides, which would offset the savings. Teachers would not be able to differentiate or provide individual support to those who need it if toggling two unrelated curricula in	

			<p>the same class. This is especially difficult with younger kids, who need more help to stay focused. Elementary school is the base of the student's whole education, and a poor classroom experience then will affect them throughout their education. Small classes have been identified as one of the keys to closing existing achievement gaps between groups of students, and the most vulnerable students suffer the most from larger classes.</p>	
Reduce mental health program	\$67,000	Would be a cut away from the classroom.	<p>Would co-occur with reduction in counseling. The combination of adequate counseling and mental health support are needed for the most vulnerable students. Helping them helps promote an atmosphere of safe learning for all students, and any cuts to counseling would likely diminish this function.</p>	<p>This item was discussed in tandem with the proposed reduction in counseling. The Committee determined that a .5 net FTE counseling reduction (assuming added SchoolCARE support) would in itself be negative and doing this at the same time would be too much.</p>

Conclusions, Limitations, Concerns

The Committee was struck by the sheer magnitude of the cuts required relative to the District's budget. After spending time with the numbers and asking for and receiving additional information, it became clear that there is no path to achieving the necessary reductions that completely avoids damage to students' educational experience or cuts to staff and impacts morale. The Committee further recognizes that these are intertwined. The amount of low-impact expenditures in the budget is insufficient to implement the reductions through low-impact cuts alone. There is simply no way AUSD can do what it has been doing, or be quite the school district it has been, with this much less money. The task, then, is for the Board to cut in such a way as to *minimize* negative consequences, with the understanding that avoiding them altogether is not possible. The Committee urges all stakeholders—parents, students, teachers, administrators, other staff of all kinds—to recognize this, and to bear in mind that any expenditure that is kept in the budget must be paid for elsewhere.

In its time together, the Committee was not able to identify cuts to fill the first \$2.5 million reduction goal. One of the biggest limitations was the Committee's short time together, especially because that time had to include fairly extensive explanation and review. One result was that some ideas could not be fully pursued. Another was that the ranking of items began so late in the process that there was not time for members to go back over their choices for consistency or rank items within categories against one another, which would have provided the Board with more information. Another limitation stemmed from the fact that the Committee necessarily relied on district staff to produce a limited universe of potential cuts. Staff provided extensive and detailed potential cuts and their estimated value, but were not able to produce enough to allow the Committee to develop competing scenarios all meeting the reduction requirements.

The Committee recommends that the Board think broadly and creatively about ways to make the cuts easier for students and staff to bear. Further, the Board, Staff, and community should actively pursue any potential revenue solutions to minimize the need for cuts. These might include new parcel taxes, increased fund pooling among PTAs, plans to increase facility rental revenues, increases in transfer students, among other possibilities. Above all, the Committee recommends that the Board refer back to the principles identified by this Committee as a guide post for their decisions:

- 1) Minimize impact on educational quality for all students,
- 2) Consider the ability to restore a given reduction before cutting it, and
- 3) Spread reductions widely, favoring smaller reductions for a greater number of stakeholders over larger reductions for a few.

Respectfully Submitted,

Members of the Budget Advisory Committee

	2018-19	2019-20	2020-21	2021-22	2022-23	Note
1)	Plan to cut \$2.5M	Implement cut \$2.5M (10.80%)	if no additional reductions (7.17%)	If no additional reductions (3.53%)	If no additional reductions (-0.62%)	Result: does not meet 3% state required reserve
	" + Option a) or "	Plan to cut additional \$600,000	implement cut (\$600,000) (8.53%)	If no additional reductions (6.04%)	If no additional reductions (3.00%)	Result: meet 3% state required reserve
	" + Option b) or "	Plan to cut additional \$900,000	7.17%	implement cut(\$900,000) (5.46%)	If no additional reductions (3.01%)	Result: meet 3% state required reserve
	" + Option c) "	Plan to cut additional \$1.8M	7.17%	3.53%	implement cut (\$1.8M) (3.07%)	Result: meet 3% state required reserve
2)	Plan to cut \$3M	Implement cut \$3M (12%)	if no additional reductions (9.35%)	If no additional reductions (6.65%)	If no additional reductions (3.39%)	Result: meet 3% state required reserve
3)	Plan to cut \$3.5M	Implement cut \$2.5M (10.80%)	Implement cut \$1M (9.45%)	If no additional reductions (7.76%)	If no additional reductions (5.46%)	Result: exceed 3% state required reserve
4)	Plan to cut \$3.5M	Implement cut \$3.5M (13.23%)	if no additional reductions (11.58%)	if no additional reductions (9.84%)	if no additional reductions (7.49%)	Result: exceed 3% state required reserve
8)	Plan to cut \$4M	Implement cut \$2.5M (10.80%)	Implement cut \$1.5M (10.63%)	If no additional reductions (9.94%)	If no additional reductions (8.59%)	Result: exceed 3% state required reserve
9)	Plan to cut \$4M	Implement cut \$2.5M (10.80%)	if no additional reductions (7.17%)	Implement cut \$1.5M (6.79%)	If no additional reductions (5.51%)	Result: exceed 3% state required reserve
10)	Plan to cut \$4M	Implement cut \$3M (12%)	Implement cut \$1M (11.70%)	If no additional reductions (10.99%)	If no additional reductions (9.62%)	Only this will meet our Board-approved 9% reserve
11)	Plan to cut \$4M	Implement cut \$3.5M (13.23%)	if no additional reductions (11.58%)	Implement cut \$500,000 (10.99%)	If no additional reductions (9.62%)	Only this will meet our Board-approved 9% reserve

Appendix B: Budget Cut Worksheet

A – Initial reductions to achieve \$2.5 million

B – Additional reductions to achieve up to \$3.1 million

C - Reduction only necessary to achieve up to \$4 million

D – Not recommended to be cut

CUTS TO PROGRAMS AND FUNCTIONS1					
Item	\$ Saved	Pros	Cons	Priority Levels: Priority A: cut to reach \$2.5m. Priority B: cut to reach \$3.1m. Priority C: cut to reach \$4m. Priority D: do not cut.	Other Comments
Elementary math workbooks	\$0 (these came with the textbook adoption)				

BHS model for sports	?	<p>This could help in two ways: first, it could free kids up to take arts, language, science, etc., without going to 7 classes per term. Second, it could make kids happier about their AHS experience, which might make other cuts somewhat more palatable. It would follow a principle of first adopting any cuts that would actually improve students' lives and educational experience before adopting ones that will limit their horizons.</p>	<p>We can explore this option, but will need to determine if this will reduce FTE. PE classes are higher than a class load limit of 30 students. Cannot do this alternative for 9th grade. Would also need staff to monitor the program associated with students getting PE credit. Potential district liability. District has to monitor whether the outside agency is providing the appropriate amount of credit for the PE standards covered. Is this for high level athletes? Cost/benefit may not be a cost savings to the district. We will report on the number of students enrolled in PE 1 and 2 this year, the number of classes they are divided into, and ask BHS for an estimated percentage of their PE students that receive waivers for outside sports. Unless we have access to an Albany-specific estimate of the number of kids involved in intensive comp sports outside of school, we will use this percentage as a placeholder estimate to assess whether it would be enough to eliminate at least one FTE. A BHS estimate is likely to be somewhat conservative, because some of their HS teams are more competitive, keeping strong players on the school team.</p>	A,A,A,A	
Eliminate Cobra study	\$ -	<p>This could be explored as a way to get to necessary FTE cuts by eliminating one piece of an FTE. At a time when drastic cuts to substantive classes are being considered, offering a class with no instruction seems excessive, and reflects backwards priorities. This seems like a "nice-to-have" if you can afford it. Also, some of the students in it are high-achieving athletes who are taking a homework-heavy language as their other elective. They are only taking it because they have to take two electives. They are not receiving academic support.</p>	<p>Does not save FTE - 25 students with a waiting list of 20 students. Students use this time for HW support, time to work on projects/HW, and provides a supportive learning environment for students who may not have a place at home to study.</p>	B, ?	I don't really know what this is

Administrative Reductions	\$ 471,443	<p>Most of the reductions are central office or district-wide support. Most of the reductions are central office or district-wide support. Some, but not all, of these reductions could be made without directly impacting students. It may be possible to consider achieving some of the reductions through a combination of non-layoff means, such as: 1) scheduled central office closures (e.g., all Fridays in summer, two weeks during summer, one Friday off per month, and Wednesday noon closures, that type of thing -- many public offices do this.), 2) pay and/or benefit cuts across all staff in these categories, or 3) more furlough days for administrators than for teachers, or 4) reorganization to have more lower level staff at central office than higher level. Please note that the cut is not \$651K or nothing -- partial cuts could be made.</p>	<p>Eliminating positions will shift duties on another administrator or shared between administrators. Duties cannot be eliminated, and often not able to be delayed (legal compliance, deadlines, etc.) Handling the budget-related reductions, complaints, analyses of student defections from the district, all fall heavily on the administration, and operating with a skeleton crew may make the budget cut fallout that much worse. This needs to be separated into District Admin, Site Admin, and support personnel. This will result in the de facto elimination of programs at the HS level</p>	A,A,	<p>Need to review consequences of cutting too deeply. This cut is consistent with community desire to keep cuts away from the classroom, however, I'm concerned about cutting critical functions</p>
Site Administrator 1FTE (High School)	\$ 180,000			C,B,B,C,B,C	<p>AHS/MacGregor has 4 administrators for 1,180 students and 2 administrators for 880 students.</p>

Mat. & Sup. U 07700)- Chromebook refresh every 4 years (\$125,000).	\$ 30,000	Increasingly, high income public districts and private schools are questioning the value of technology in pre-HS classrooms and are moving away from it, especially at the lower grades. Could this be an opportunity for Albany to get back to basics and get out of the thrall of screen time during elementary and early middle school?	Can we pull together the PTA presidents to budget this across the district. It may be possible to pull together the PTA presidents to budget this across the district, or to relax the equity-related provision barring PTAs from paying for it at their own site.	A, A,A,Priority A: not desirable but better than other options	Seems reasonable, invokes community support
Eliminate summer workshops for teachers, teacher workshops during the year, teacher collaboration time, educational materials (includes online subscriptions)	\$ 100,000	This would have less impact on students than other things being considered. It is my understanding that some of the prepackaged workshops teachers are required to take districtwide are not received as useful by the teachers. What if we instead eased the ban of PTAs paying for PD, and did less district-mandated Powerpoint training and more PTA-funded support for targeted PD that teachers and principals request on a case-by-case basis? Cornell and Marin PTAs used to do this but were prohibited from doing so 5-6 years ago. It may be possible to go even farther with reducing staff development days and save even more. When it comes to PD or decimating whole programs, I think PD should go. It will be pretty easy to bring back if/when the budget recovers.	Teachers will only have less staff development. Some areas of prof. dev. such as social-emotional learning, multi-tiered systems of support will not occur.	A,A,A,C	Concerned that getting rid of professional development will invite stagnation, ultimately impacting both retention and quality of instruction.
M&S - School Sites (reduce by 10%) (total site funds from Lottery & instructional materials) - \$422,000)	\$ 51,275	I think school sites could find ways to live with less in this area to head off further cuts to student education and / or teacher compensation. These are sometimes spent on things like office furniture for conference rooms, etc. There would be a way to get to 10% without hurting kids.		A,A,A,A	This seems manageable

M&S: Food (eliminate food costs for site and district office meetings)	\$ 14,000	Brown bag meetings seems in order in the current climate. Like unnecessary conference travel, this type of spending should be frozen completely until the budget recovers.		A,A,A,A	Potluck!
M&S (R - 8100 Custodial/Maintenance Supplies) (current \$191,000) Reduce by 5%	\$ 10,000	Improving cost effectiveness of vendors, etc., might get us partway there without hurting cleanliness.	Custodial is too thin as it is.	B,A,A,A	
Phase out teacher MacBook and phase in Chrome Books or iPads. Savings over 4 years = \$100,000 (BAC recommends finding 40K in classroom technology reductions). If discovered that this is not workable, then do not consider this as a reduction.	\$ 40,000	Teachers can use iPad or Chrome books to do grades, lessons, google suite, internet research, Aeries. Teachers can use iPad or Chrome books to do grades, lessons, google suite, internet research, Aeries. The Macbooks they are accustomed are a great thing to offer when we have a healthy budget, but perhaps can go until the budget outlook improves.	Teachers have been using MacBooks. Chromebooks, iPads do not have all the features of the MacBook. Video applications are more powerful on the MacBook. Teachers should use their own personal laptops for this - they can get a tax deduction for it. Or switch to 11" Dell Latitude laptops will cost less than half of a Macbook Air with no loss in functionality. PCs are compatible with many many more software platforms. Note, Apple just increased their Macbook Air prices to \$1200 minimum.	A,B,A, D?	Probably fine, some one raised concerns about disrupting teacher practices
Approach fundraising groups to explore shared costs of field trips.	\$ -		Students will receive less outdoor educational experiences. Many field trips paid by PTAs, fundraising organizations. Most field trips are paid directly by parents or by outside grants, and nonpayments are covered by PTA, so there is little if any district money to be saved here. TO further minimize district exposure, PTAs could pool funds to cover unpaid students at all sites.	A,D	Probably no financial benefit, and certainly an impact on kids
Contracted Service: YMCA (noon activities for elementary and AMS) (current \$70,000). Elimination at AMS = \$35,000)	\$ 35,000	These services were only added a few years ago. They have improved the schoolyard at lunchtime without question, and cutting them would be a loss, if it would mean cutting less from direct student educational opportunity and teacher compensation, going back to the noon model of a few years ago seems reasonable. Could a program be developed to offer HS students a service class credit to come and run activities at the elementaries during lunch?	Not recommended for elementary - these services are desperately needed. Also, may need additional YMCA staff for temporary elementary housing of students at both AMS and AHS. The administration considers these services to be desperately needed. Also, may need additional YMCA staff for temporary elementary housing of students at both AMS and AHS.	B,A,B,C	Not really sure what this is, but sounds important

Legal Fees (2017-2018 - \$626,000. \$447,000 for Special Education, \$179,000 for Student Services and other district related issues. Superintendent will endeavor to reduce legal fees as possible.		find out how to reduce legal costs	Legal fees are dependent upon issues that arise in Special Education, student services, and any other legal related issues.	A,?	Very unclear, and very concerned. Is this strictly funding for attorney fees? What are the legal services that the district provides for SPED and SS? How would this impact students with disabilities?
Physical Fitness Testing - go paperless.	\$ 550			A,A	
Eliminate all portable leases and buy replacement portables with bond funding possibly by reducing scope of plans for OV (if possible)	TBD	If possible, this cut be a major source of savings requiring neither educational diminishment for students or reduced jobs or compensation for employees. It would reflect the community's priorities. Right now, the district spends about \$500,000 a year on portables. If that is general fund money, and if we would be allowed to use bond funds in this way, we might be able to make a fairly significant dent in the amount of needed cuts.	It is not clear we could do it.		
Sub total Savings	\$ 717,268				
STRUCTURAL CUTS - CLASSROOM BASED					
Item	Range of Potential Savings	Pros	Cons	Priority	

<p>Reduce periods per day from 7 > 6 at AHS (30:1) This is not a modification of the bell schedule. It would be reducing 6.4 average classes per student to 6.0 classes per student.</p>	<p>\$375,000</p>	<p>Can we budget for all students to take 6 periods? If a student takes 5 periods, it would open a space for a student to take a 7th period. The savings will be 5 FTE. This would have the same fiscal impact as restructuring to a six period day, but require significantly less work to implement, and maintain flexibility for students. Is it possible to couple this type of change with a mandate to review all Board and HS policy to make it easier for 1) kids to waive requirements with documentation of outside equivlance, 2) to cut electives in a way that avoids cutting arts categories altogether by emphasizing cuts to electives in academic discipines, and 3) to make the cuts easier for high-achieving to bear by restructuring departmental offerings to allow them to get to AP/Honors earlier in their time at AHS. (For example, it might be less necessary for a student to take AP Comparative Governement if it they had the opportunity to take AP US History INSTEAD of US History. If they could more easily opt out of a science prerequisite with an outside credit, they could get to their APs with a lower course load while still not abandoning music, choir, art, etc.). Also, it could be done partially, by budgeting for kids to take 7, 7, 6, 5 instead of 7,7,5,5. This is not all or nothing.</p>	<p>Elective options would be reduced (journalism, guitar, sports medicine, culinary arts, etc.) Would we lose students to other districts who offer more electives? Shortening to six periods would result in longer periods, and there would need to be additional work to redesign the bell schedule accordingly. If Board and HS policies are off the table for change as part of managing these reductions, this is likely to make it all but impossible for students who want to be competitive for admission to a top unviersity to pursure music or the arts. Would choir and band end up restricted to students with lower academic aims who don't mind taking minimal science and no AP social science? This type of change would remove AHS from the category of excellent schools. Programs lost will be hard to rebuild. If, however, policy changes can be made to make it easier for high-achieving students to get to higher level classes sooner (in freshman and sophomore year) by allowing more pre-req waivers and creating more AP/honors options for required classes, it would mitigate the effects somewhat.</p>	<p>D,C,C,B,C, D if done in full and without a mandate to review and change Board and HS policy to maintain avenues of excellence in a context of reduced options. Higher priority with those changes and/or partial implementation.</p>	<p>It would kill critical programs that are vital to the student learning environment, and the talent lost would mean they would not be easily, if ever</p>
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<p>Reduce periods per day from 7 > 6 at AMS (30:1)</p>	<p>\$435,000</p>	<p>If AMS students all take 6 periods, savings is 6 FTE. Is it possible to achieve part of these savings by allowing 7th and 8th graders to take only 6 periods voluntarily? Many students take Art Wheel, Office and Teacher Aide, Cobra Study, and Art, Computers, and Drama in 8th grade only because they are forced to enroll in a second elective. If we moved to making the second elective voluntary, it would save some money while preserving the ability of other students to take music or other elective AND a language, which is of critical importance to many students.</p>	<p>Students will lose an elective (art, music, drama, choir). This would likely have the effect of decimating the instrumental music, choir, and art programs at AMS by forcing kids to choose a foreign language or music /art. One of the most common priorities described on the survey was the preservation of music programs. This, if done in full, would do the opposite. It also seems like it would be targetting specific jobs outside of negotiations, which was cited as an obstacle to allowing more PE opt-outs. Furthermore, the music programs would be hard to rebuild and substitutes from outside funders are not likely to be similar in quality. They are likely to consist of temporary contractors teaching bits and pieces piecemeal, while the real programs with a real trajectory of learning, are lost with the staff who built them. This would in effect remove AMS from the category of excellent schools. "Elective options would be reduced (journalism, guitar, sports medicine, culinary arts, etc.) Would we lose students to other districts who offer more electives? Shortening to six periods would result in longer periods, and there would need to be additional work to redesign the bell schedule accordingly." " Is there Ed. Code. that prohibits classes from being higher than 30 per period? There would also be a decrease in the quality of instruction "</p>	<p>D,D,D,C,C,C</p>	<p>It would kill critical programs that are vital to the student learning environment, and the talent lost would mean they would not be easily, if ever</p>
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Increase class size at AMS and AHS (150 to 165 contacts) This must be bargained. AHS if increase class size to 32:1 = 4.0 FTE. = \$300K. If increase to 33:1 = 5FTE = \$375K	300K to 375K	Can do for high school. Larger class sizes might free up funding for special 0th or 7th period music classes and mental health programs.	Is there Ed. Code. that prohibits classes from being higher than 30 per period. There would also be decrease in th quality of instruction.	C,A,B,B,D,B	Unpalatable, but better than impacting electives. Class size can be more easily reduced if budgetary circumstances change. AMS cannot be increased because of Ed. Code. Higher class size means more IEPs per classroom teacher. Impacts quality of education for students. Could impact intervention courses.
Increase K-5 class size w/o combo	No savings until we reach 29:1		If we raised class size K-3 to 29:1, we would lose CSR funding from the State.	D,D,D,D,D,D	
Increase K-5 class size with combo classes (28:1) (this is contract limit) (about 9 FTE)	\$ 675,000		Elementary is the foundation for student's continued success. Classes over 25 would be a serious detriment to student's basic education as it all but eliminates any individualized attention for our youngest students.	D,D,D,D,D,D	Very undesirable to increase class-size at this age level. I don't really understand what a "combo class" is, and how it would impact the learning environment
Increase class size at Elementary w/combo classes (27:1)	\$ 525,000	This is not ideal but would be easy to repair if the budget recovers either through a change in Sacramento or a new parcel tax. Program cuts at AMS and AHS will not be so easy to rebuild. Doing the greater class size increase here would also more equitably spread the cuts across the sites. Combo classes are not preferred by teachers, but can be done outside of negotiations. Maybe teachers would be able to find things inside of negototiations to make the cobos not necessary?	Combo classes have worked in the past because of a lot of time spent with placing students and much more flexibility in teaching than we have now. Concurrently teaching 2 sets of curriculum for math, reading, and writing along with two sets of standards for Science and Social Studies is not a viable option.	D,D,D,D,D,D	

Increase class size at Elementary w/combo classes (26:1)	\$ 375,000	Class size is easy to reduce again when the budget recovers. I think this is an unfortunate but palatable change, but I think raising by one additional child to 27 would be preferable.	see above	D,D,D,D,D,C	
Increase class size at Elementary w/combo classes (25:1)	\$ 150,000		see above	C,D,D,D,D,C	
Increase class size at Elementary w/combo classes (24:1)	\$ -				No savings
Increase class size at grades 3-5 (with combo) If savings...	\$			C,C,C,B,C,B	
Reduce Library Aides/Techs (current 2.5 FTE) \$36K paid by parcel tax and \$79K paid by SchoolCARE.	\$ 36,000	Can parent volunteers fill this role? Can SchoolCARE's funding go toward another priority, increasing the savings? Adding techs back is another cut that would be easy to restore with a recovered budget. The number has ebbed and flowed over time. Are their limits on how parcel taxes are used? Where can this money go?	If offering are reduced or more electives made voluntary at the middle and high schools, increased downtime might increase library use.	A,A,A,B,A,B	Maybe vols can pitch in?
Reduce 1 counselors (Ask School Care to pick .5 Counselor)	\$ 110,000	The main pro is that is an area of reduction that does not eliminate an academic program that will be hard to rebuild. Can a reduction of only one be considered?	Why not reduce just one counselor? Administration has observed increased need for mental health services and feels strongly that reducing counselors would put students at risk. Kids who need counselors really need them, and those who don't need to be safe from those who do. AMS is already understaffed with administrators. Students with the highest needs for support will bear most of the impact from this cut.	A,B,B,B,A,B	impacts kids that need support. Start with 1 (still a C)

Reduce Mental Health Program	\$ 67,000	The main pro is that is an area of reduction that does not eliminate an academic program that will be hard to rebuild. Can a reduction of only one be considered?	This will significantly impact our highest need students. The mental health needs of these students will not go away. Administration has observed increased need for mental health services and feels strongly that reducing counselors would put students at risk. Kids who need counselors really need them, and those who don't need to be safe from those who do.	D,D,D,D,D,D	impacts kids that need support
Reduce 1 site clerical support	\$ 48,000	Until a few years ago, Cornell had fewer FTE for clerical support with a higher enrollment. The office runs more smoothly, but if we got by before, we could again.	Which one? How can we assess the impact if we don't know?	A,A,A,A,A,A	Maybe vols can pitch in?
Sub total savings	\$ 194,000				
Total Savings	\$ 911,268				
STRUCTURAL CUTS - SUBJECT TO DISCUSSION AND/OR NEGOTIATION WITH BARGAINING UNITS					
Item	Range of Potential Savings	Pros	Cons	Priority	
Benefits Option (put in report to BOE to negotiate with unions)				D,B,C,C,Abstain,B	
Employee health benefits (225/100/100)	\$93,374 - 912,683	A number of neighboring districts appear to cover less of the health benefit than AUSD, and it is not clear they are offsetting that with higher pay. Could a reduction in this area allow more teachers to retain employment and allow students more access to excellence and adequate support? Could the restoration of this type of concession be the focus for a parcel tax campaign?	These savings may not materialize at all. After cutting staff, possibly increasing class sizes, adding to their workload (as support cuts are made), and not providing any Cost of Living increase, you will be asking teachers to take a pay cut during a teacher shortage. This is uncertain because it is subject to changing pricing and to negotiations. In addition, the teachers are the backbone of the district and this might risk causing some of the best to leave. We would have to be careful to make sure to mitigate the risk of attrition as a result. I'm concerned about inequitable impacts (e.g. teacher A switches to their spouses medical plan.	A,D,Priority A to at least explore possibilities during negotiations. A/B	Teachers deserve everything we can offer them, but paying into healthcare is increasingly a norm, especially with rising costs...

Employee health benefits, percentage only	\$80,566 - 1,212,768	A number of neighboring districts appear to cover less of the health benefit than AUSD, and it is not clear they are offsetting that with higher pay. Could a reduction in this area allow more teachers to retain employment and allow students more access to excellence and adequate support? Could the restoration of this type of concession be the focus for a parcel tax campaign?	see above. This is uncertain because it is subject to changing pricing and to negotiations. The teachers are the backbone of the district and this might risk causing some of the best to leave. We would have to be careful to make sure to mitigate the risk of attrition as a result. ...Teacher B has nowhere else to go...) also concerned about teacher morale, and potential loss of talent	B,D, Priority A to at least explore possibilities during negotiations. A/B	Not really clear on the differences between these three health benefit options (however, as a bargained item, I don't suppose that matters...)
Employee health benefits, w/cap	\$ 11,620 -2,295,380		see above, Teacher B has nowhere else to go...) also concerned about teacher morale, and potential loss of talent	B,D, A/B	I think we should recommend that the Board seek a portion of the cuts through bargaining in order to impacts in the classroom
Employee retirement benefits	TBD, currently exploring a SERP)	Could be a cut managed through employee choice.	Would risk losing the teachers most able to handle combo classes and larger class size: those with long experience. (question: would there be any offsets to salary savings in the health coverage costs as teachers earlier in their careers replace those later in their careers due to potential correlation with number of dependents at home?) ...Teacher B has nowhere else to go...) also concerned about teacher morale, and potential loss of talent	A,A, Priority A to at least explore possibilities during negotiations. A/B?	Unclear what they're getting right now. Calpers is one of the sources of the problem so needs to be explored. Long-term sustainability is essential.
Other employee compensation subject to contract negotiations		Might be possible to find concessions employees would prefer to more layoffs of their colleagues and larger combined classes, etc., that would negatively affect their work conditions. The consequence of doing no reductions subject to contract negotiations, whether it is pay or benefits, would be that more represented employees will lose their jobs. It seems worth at least considering some form of pay or benefit reduction as part of the solution. Again, perhaps a parcel tax campaign could be based on the restorations of such concessions? Or a commitment made to putting their restoration first in line for budget improvement>	Achieving cuts subject to negotiation may be more difficult to achieve. The amount of savings is uncertain. Laying people off is easier, though the consequences for students may be worse.	Priority A to at least explore possibilities during negotiations.	

Employee professional development	TBD (This is embedded in the LCAP)		If PD were eliminated (furlough days), PD for staff would not occur.	C	People still need to grow
Furlough Day (1 day)	\$ 136,000	One time savings which might delay future cuts. Year-by-year savings which might delay future cuts, which could become moot if funding is found through a change in Sacramento or through increased parcel tax funding. They have the effect of cutting annual compensation without affecting pay scale or base pay for reitement calculations. If the budget improves, the pay is restored automatically by simply eliminating the furlough. Are three days the maximum possible?	Furlough days are not permanent. They are usually used for temporary budget reductions.	A,A,A	Reversible. More vacation with family. Spreads burden to parents as well as teachers.
Furlough Day (2 days)	\$ 272,000	One time savings which might delay future cuts. Year-by-year savings which might delay future cuts, which could become moot if funding is found through a change in Sacramento or through increased parcel tax funding. They have the effect of cutting annual compensation without affecting pay scale or base pay for reitement calculations. If the budget improves, the pay is restored automatically by simply eliminating the furlough. Are three days the maximum possible?	Furlough days are not permanent. They are usually used for temporary budget reductions.	A,A,A	Reversible. More vacation with family. Spreads burden to parents as well as teachers.
Furlough Day (3 days)	\$ 408,000	One time savings which might delay future cuts. Year-by-year savings which might delay future cuts, which could become moot if funding is found through a change in Sacramento or through increased parcel tax funding. They have the effect of cutting annual compensation without affecting pay scale or base pay for reitement calculations. If the budget improves, the pay is restored automatically by simply eliminating the furlough. Are three days the maximum possible?	Furlough days are not permanent. They are usually used for temporary budget reductions.	A,B,A,A	Reversible. More vacation with family. Spreads burden to parents as well as teachers.
What about:					

Reducing the size of step increases		Slows the rate of cost increases	May impact retention	C	
Increasing the length of time between steps		Slows the rate of cost increases	May impact retention	B	
Buyouts for employees nearing retirement		Reduces number of higher cost employees	Loss of wisdom and experience, potential mentors, institutional memory	B	
Higher number of furlough days for administrators in lieu of complete FTE reductions.					
Central Office closures during summer (1 day a week)					
Sub Total Savings	\$ 408,000				
Total Savings	\$ 1,319,268				

2019-2020 Immediate
Reductions = \$2,500,000
Additional Reductions option
@ \$600,000 = \$3,100,000

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

**ITEM: RECOMMENDATION TO DESIGNATE CERTIFICATED EMPLOYEES
TO PERMANENT AND PROBATIONARY STATUS**

PREPARED BY: CHERYL COTTON, DIRECTOR, HUMAN RESOURCES

TYPE OF ITEM: REVIEW AND ACTION

BACKGROUND INFORMATION:

In accordance with California Education Code 44911 and 44915, the Superintendent is recommending the following employees to Permanent and Probationary Status effective 2018-2019 school year.

Permanent Status

Name	FTE
Britton, Kelly	1.00
Collins, Heather	0.73
Finley, Tanya	1.00
Gurung, Surbhi	0.71
Lopez, Fabian	1.00
Prehn, Chrisse	1.00
Richins, Lauren	1.00
Sampayo, Lourdes	0.80
Shepard, Beth	1.00
Shigeta, Nicole	1.00

Probationary II

Name	FTE
Barker, Emma	1.00
Blinn, David	1.00
Bruns, Patricia	1.00
Cajina, Jeanne	0.60

Chan, Daniel	1.00
Cohen, Aliza	1.00
Edber, Hannah	1.00
Fiess, Dale	1.00
Gonzalez, Nydia	1.00
Khalsa, Savitri	1.00
Richardson, Elizabeth	1.00
Snyder, Heather Camille	1.00
Stoddart, Kellie	1.00

Probationary I

Name	FTE
Breining, Mackenzie	1.00
Dinov, Amber	1.00
Galvarro, Gabrielle	1.00
Hagler, Megan	1.00
Rhodes, Mary	0.70
Tutass, Jennifer	1.00

FINANCIAL INFORMATION:

Funding Source: N/A

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: APPROVE THE RECOMMENDATION TO DESIGNATE CERTIFICATED EMPLOYEES TO PERMANENT AND PROBATIONARY STATUS

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 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 Multiple Subject Provisional Internship Permit for elementary.

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:

Yael Bloom has been recommended to work as an Elementary Teacher in a Kindergarten class at Marin Elementary School. Her assignment is for 0.20 FTE, or one day a week, as a job share partner. Mrs. Bloom has met the requirements for the Multiple Subject PIP by having at least 10 units in four different content areas based on her undergraduate coursework. In addition, Mrs. Bloom has a wealth of experience working in classrooms and has served as a long-standing volunteer and active community member of the Albany Unified School District.

KEY QUESTIONS AND ANSWERS:

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

A. Yes. The PIP authorizes the holder to teach for one calendar year in California. The PIP is not renewable and is issued as a one-time only permit.

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 MULTIPLE SUBJECT PROVISIONAL INTERNSHIP PERMIT

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

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

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 Seneca Family of Agencies.

BACKGROUND INFORMATION:

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

DETAILS:

Seneca Family of Agencies will provide basic education 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 so that the student's education would not be interrupted.

FINANCIAL INFORMATION:

Not to exceed \$65,850.00

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 Seneca Family of Agencies

*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:**

SENECA FAMILY OF AGENCIES

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 22nd day of October, between the Albany Unified School District (hereinafter referred to as "LEA") and Seneca Family of Agencies (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Program (hereinafter referred to as "IEP"), and/or Individual Family Service Plan (hereinafter referred to as IFSP)
- b) The Collaborative: The Bay Area Collaborative represents ten (10) SELPAs and Member NPA/S (see appendix A for a complete listing and contact information). Nonpublic schools and nonpublic agencies that are contracting with in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area

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

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

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

2) DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

3) TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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 students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A).
- b) ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR and the LEA shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students, until such time as a new Master Contract is executed.
- c) Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP/IFSP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP/IFSP subject to all procedural safeguards required by law, including notice to and participation by the CONTRACTOR in the IEP Team meeting.
- d) Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP/IFSP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the term of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.
- e) If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the California Office of Administrative Hearings (hereinafter referred to

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

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

ADMINISTRATION OF CONTRACT

9) NOTICES

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

Diane Marie, Director of Special Education
Albany Unified School District
819 Bancroft Way
Berkeley, CA 94710
510-559-6536

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

10) MAINTENANCE OF RECORDS

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

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

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

11) SEVERABILITY CLAUSE

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

12) SUCCESSORS IN INTEREST

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

13) VENUE AND GOVERNING LAW

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

14) MODIFICATIONS AND AMENDMENTS

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

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

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

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

16) INSURANCE

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

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

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

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

20) CONFLICTS OF INTEREST

- a) CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP/IFSP team meetings acting as a student's advocate.
- b) Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in

part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR.

21) NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

22) FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

- a) LEA shall provide CONTRACTOR with a copy of the IEP/IFSP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. Unless otherwise agreed to by the CONTRACTOR and the LEA, CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP/IFSP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP/IFSP (California Education Code Section 56366.10(a)).
- b) Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for LEA pupils, as specified in the LEA student's IEP/IFSP and ISA. Supplies and equipment purchased and/or provided by the LEA remains the property of the LEA. Supplies and/or equipment provided by the CONTRACTOR remains the property of the CONTRACTOR, if CONTRACTOR is not specifically reimbursed by the LEA for that specific supply or equipment. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA pupil's IEP/IFSP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA pupil's enrollment under the terms of this Master Contract).

- c) Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA pupil's receipt of special education and/or related services as specified in the LEA student's IEP/IFSP and ISA.

23) GENERAL PROGRAM OF INSTRUCTION

a) General Program

- i) All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. No service will be provided by the CONTRACTOR outside of the CONTRACTOR's certification unless otherwise agreed to by the LEA.
- ii) When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding required courses of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP/IFSP and ISA. The State Standards and coursework selected for each student shall be aligned with the student's IEP/IFSP to meet the individual student's needs.
- iii) LEA students shall have access to the following educational materials, services, and programs that are consistent with each student's individualized educational program: (a) For kindergarten and grades 1-8 inclusive, state adopted Common Core State Standards ("CCSS") for curriculum and instructional materials; and for grades 9-12 inclusive, standards-aligned, core curriculum and instructional materials used by any local educational agency that contracts with the non-public, non-sectarian school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling (California Education Code 56366.10). CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA within 5 days upon request.
- iv) When NPS CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA students leading toward graduation or completion of diploma requirements. When CONTRACTOR is a nonpublic

agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and provided as specified in the LEA student's IEP/IFSP and ISA. The nonpublic agency providing Behavior Intervention Development services shall review or develop a written plan that specifies the nature of its' nonpublic agency service for each LEA pupil within thirty (30) days of enrollment which shall be available upon request. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present at the IEP meeting held to review and approve the plan. CONTRACTOR shall provide to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a Board Certified Behavior Analyst, or an appropriately trained professional.

- v) Except for emergency situations requiring a change of location in order to continue the education of LEA students, school-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP/IFSP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of, or the prior written consent of a parent, guardian or adult caregiver during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract.

b) Transportation Services:

- i) In the event that transportation services for a student served by CONTRACTOR pursuant to an Individual Services Agreement are to be provided by a party other than CONTRACTOR or the LEA or its transportation providers, such services shall be reflected in a separate agreement signed by the parties hereto, and provided to the LEA and SELPA Director by the CONTRACTOR. Except as provided below, CONTRACTOR shall compensate the transportation provider directly for such services, and shall charge the LEA for such services at the actual and reasonable rates billed by the transportation provider, plus a ten percent (.10) administrative fee, unless a "flat rate" is provided in the transportation contract. In the event that the transportation provider notifies the LEA or SELPA Director that CONTRACTOR is more than 90 days behind in payment for transportation services, LEA shall have the right, in its sole and exclusive discretion, but not the obligation, to make payment for such services directly to the transportation provider, and to deduct such payments from any sums owed to CONTRACTOR pursuant to this Master Contract and any Individual Services Agreement between the parties. In the event that the LEA makes direct payment of the transportation provider's charges, it shall be entitled

to withhold both the transportation charges themselves and such additional amount as shall be reasonably necessary to compensate the LEA for the staff and other costs incurred in making direct payment of those charges. The remedies provided to the LEA pursuant to this Paragraph shall not be exclusive. CONTRACTOR shall not include transportation through the use of services or equipment owned, leased or contracted through the LEA unless expressly provided in the Individual Services Agreement for the student transported.

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

24) INSTRUCTIONAL MINUTES

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

25) CLASS SIZE

- a) When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per fourteen (14) pupils. Each classroom with 2 or more students shall be assigned at least one paraprofessional. Upon written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to sixteen (16) pupils when necessary to provide services to pupils with disabilities. For any billing period where the class size has exceeded sixteen (16) students for five consecutive school days, the CONTRACTOR shall have a 10%

decrease in its approved daily rate for those LEA students that exceeded sixteen (16), for those days (over five).

- b) In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of student by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.
- c) CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

26) CALENDARS

- a) When CONTRACTOR is a Non-Public School, the CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days for the regular school year, plus extended school year billable days as determined by the IEP/IFSP team ((34 CFR § Section 300.106); a minimum of 20 instructional days (excluding July 4th). Billable days shall include only those days that are included in the submitted and approved school calendar, and/or required by the IEP/IFSP for each student. CONTRACTOR shall adhere to the requirements for providing Extended School Year as outlined in Title 5, Article 4 of the California Code of Regulations. Unless otherwise specified by the students IEP/IFSP, educational services shall occur at the school site.
- b) When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA developed/approved calendar; CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar, or as specified in the LEA pupil's IEP/IFSP and ISA. Unless otherwise specified in the LEA student's IEP/IFSP and ISA, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP/IFSP and ISA.

27) DATA REPORTING

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

28) LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

29) STATEWIDE ACHIEVEMENT TESTING

- a) When CONTRACTOR is a nonpublic school, CONTRACTOR shall be available to administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and English Language Proficiency Assessment for California (ELPAC) or alternate assessment for ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines. In the event the LEA requests that the NPS administer the assessments, NPS staff will be trained by a contracting LEA in the administration of all State-wide assessments in accordance with

the guidelines of Ed Code 56385. Verification of training will be maintained with CONTRACTOR.

- b) NPS CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested, as determined by the student's IEP, by qualified staff of CONTRACTOR in accordance with that accountability program. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A). Test results shall be made available to the CONTRACTOR by the LEA, if the results are not sent to the CONTRACTOR by the test publisher or CDE.
- c) LEA shall provide NPS with the SSID for each LEA student. LEA shall cooperate with CONTRACTOR to accommodate CONTRACTOR's testing window. (Education Code Section 56366(a)(8)(B))

30) ATTENDANCE AT DISTRICT MANDATED MEETINGS

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

31) POSITIVE BEHAVIOR INTERVENTIONS

- a) CONTRACTOR shall comply with the requirements of Education Code section 56521.5 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's

behavioral problems through the development of behavioral goals and behavioral interventions to support those goals. NPS site based staff and relevant NPA staff will be trained in positive behavior strategies prior to working with students.

- b) CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (BER).
- c) CONTRACTOR providing behavior support shall ensure that all of its relevant staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Other contracted agency personnel shall be trained as needed. This is not to be construed as in lieu of general positive behavior management training.
- d) Staff will not participate in restraint of students until trained in crisis prevention programs. Evidence of training in a SELPA approved crisis intervention program to staff working in a staffing ratio of 1:1 with students with severe behavioral needs shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire as referenced above. If the training is not able to be provided within 30 days, the non-public school or agency will notify the LEA to determine a plan to provide the training in a timely manner.
- e) Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.
- f) CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a Behavior Intervention Plan ("BIP") or

Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

- g) Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
 - i) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock
 - ii) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual.
 - iii) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities.
 - iv) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma.
 - v) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities. including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention.
 - vi) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
 - vii) An intervention that precludes adequate supervision of the individual.
 - viii) An intervention that deprives the individual of one or more of his or her senses.
- h) NPS/NPA staff shall not use prone restraint.
- i) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

32) STUDENT DISCIPLINE

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

33) IEP/IFSP TEAM MEETINGS

- a) Upon referral of an LEA student to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that student's IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the student. CONTRACTOR retains the right to decline enrollment of any student, unless ordered by the Office of Administrative Hearing (OAH) or a Court of Competent Jurisdiction. CONTRACTOR shall notify the LEA written notification of its intent to decline enrollment of the LEA student.
- b) An IEP/IFSP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the nonpublic school; and (3) whether changes to the LEA student's IEP/IFSP are necessary, including whether the student may be transitioned to a public school setting. With parent and LEA concurrence, an IEP team may excuse a required IEP team member either from the entire meeting or after the member's report.
- c) Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP/IFSP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP/IFSP team meetings regarding LEA students for whom ISAs have been or may be executed. A CONTRACTOR who is providing NPA services may request payment for services for attending any meeting that occurs after the Annual Review of the IEP/IFSP. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP/IFSP, subject to all procedural safeguards required by law, including

reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP/IFSP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures.

- d) Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP/IFSP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP/IFSP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

34) SURROGATE PARENTS AND FOSTER YOUTH

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

35) DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

36) COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations

section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Pupil Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA), if applicable. CONTRACTOR shall include verification of these procedures to the LEA upon request.

37) LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

- a) Unless LEA requests in writing that progress reports be provided on a monthly basis, progress reports shall be sent by CONTRACTOR to LEA and parents no later than October 30th, January 30th, April 30th, and July 30th or as otherwise specified on the IEP/IFSP or requested in writing by the LEA, with respect to LEA students enrolled in CONTRACTOR's educational program. An updated report shall be submitted if there is no current progress report when LEA student is scheduled for a review by the LEA's IEP/IFSP team or when an LEA student's enrollment is terminated. Payment of invoices may be held until progress reports are provided. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s).
- b) CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP/IFSP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP/IFSP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation, such as test protocols and data collection, shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. Additional formalized standardized assessments shall be at the determination of the IEP team and the responsibility of the LEA unless otherwise agreed upon between LEA and CONTRACTOR. If Contractor is asked to provide formalized standardized assessment, such service **will** be paid at the rate stated in Section 62.

38) TRANSCRIPTS

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

39) LEA STUDENT CHANGE OF RESIDENCE

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

40) WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

41) PARENT ACCESS

- a) CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.
- b) CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.
- c) CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency

situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

- d) For services provided in a student's home as specified in the IEP, CONTRACTOR must ensure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

42) SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

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

43) LICENSED CHILDREN'S INSTITUTION CONTRACTORS

- a) If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 2016 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), A LCI shall not require that a student be placed in its nonpublic school as a condition of being placed in its residential facility.
- b) If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment, and 2) the educational placement and services specified in each student's IEP/IFSP at the time of enrollment.

44) STATE MEAL MANDATE

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

45) MONITORING

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

PERSONNEL

46) FINGERPRINT CLEARANCE REQUIREMENTS

- a) CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for

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

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

47) STAFF QUALIFICATIONS

- a) CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 5 of the California Code of Regulations sections 3064 and 3065.

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

48) VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

- a) CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, permits and/or other documents, which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify the CDE and the LEA in writing as specified in the LEA Procedures and CDE within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in the LEA Procedures. Notwithstanding the foregoing, if current license or credential documents are not available through no fault of the NPS/A, timely application having theretofore been made, this Master Contract shall remain in effect until such documents are made available to the NPS/A from the Consumer Affairs Department or the Commission on Teacher Credentialing. The NPS/A shall in turn submit copies of same to the LEA within five (5) business days of receipt by the NPS/A.
- b) CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide special education services to LEA students. CONTRACTOR shall provide to LEA updated information regarding the status of licenses, credentials, permits and/or other documents as specified in LEA Procedures. CONTRACTOR will be considered to be in breach of this contract for any service provided by an unqualified

provider or one who has an expired credential. In such an event, the provider shall be paid at 70% of the agreed upon rate.

49) STAFF ABSENCE

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

HEALTH AND SAFETY MANDATES

50) HEALTH AND SAFETY

- a) CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq. regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student. CONTRACTOR will comply with the requirements of California

Education Code section 35021 et seq., regarding preventing registered sex offenders from volunteering and to request fingerprinting clearance of volunteers.

- b) CONTRACTOR shall comply with OSHA Bloodborne Pathogens Standards, Title 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51) FACILITIES, FACILITIES MODIFICATIONS AND FIRE DRILLS

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

52) ADMINISTRATION OF MEDICATION

- a) CONTRACTOR shall comply with the requirements of Federal Regulations and California Education Code and the California Code of Regulations, when CONTRACTOR serves an LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR:
 - i) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and
 - ii) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement.
- b) CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication.

- c) CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders or current student's Individual Health Care Plan. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53) INCIDENT/ACCIDENT REPORTING

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

54) MANDATED REPORTING REQUIREMENTS

- a) CONTRACTOR hereby agrees to annually train all staff members, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.
- b) CONTRACTOR agrees to provide annual training to all employees regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. CONTRACTOR agrees that its obligations to report incidents of abuse or neglect to the LEA are in addition to, and not in lieu of, CONTRACTOR's obligation to immediately report suspected abuse or neglect to the appropriate public authorities; a written report should be submitted within 36 hours (PC 11166(a)). CONTRACTOR shall maintain confidential records of any report of suspected child abuse and shall inform the LEA by facsimile or email within 24 hours (and followed up with U.S. mail) of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member.
- c) CONTRACTOR shall notify the LEA of general concerns regarding the health and safety of a student that may impact the student's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

55) SEXUAL HARASSMENT

CONTRACTOR shall maintain, and provide upon request, a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state

law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56) REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

- a) CONTRACTOR shall ensure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP/IFSP for each and every student.
- b) CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP/IFSP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract.
- c) CONTRACTOR shall maintain registers for the basic education program and each related service. Original attendance forms shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years after the date of origination. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.
- d) CONTRACTOR shall submit accurate and timely invoices and related documents to LEA for payment, for each calendar month when education or related services were provided to an LEA student. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance

and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days from the date a completely corrected re-billing invoice is received by LEA.

- e) If the LEA fails to comply with the provision of payment within 45 days of receipt of the request for payment of services, the CONTRACTOR may require the LEA to pay an additional amount of 1-1/2 percent of the unpaid balance per month until full payment is made (California Education Code 56366.6 (b)). Upon written notification of dispute, CONTRACTOR shall not apply additional charges to the disputed bill until the matter is resolved.

58) RIGHT TO WITHHOLD PAYMENT

a) LEA may withhold payment to CONTRACTOR when:

- i) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract
- ii) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records
- iii) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57
- iv) education and/or related services are provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified
- v) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program
- vi) CONTRACTOR fails to confirm a pupil's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation
- vii) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA pupil.

- b) The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows:
- i) the value of the service CONTRACTOR failed to perform
 - ii) the amount of overpayment
 - iii) the entire portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR
 - iv) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified
 - v) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured
 - vi) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured
 - vii) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA pupil.
- c) If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of receipt of such invoice, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.
- d) If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR shall invoke the following escalation policy.

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

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 resolve 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: _____

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: \$189.00/day

ii) Related Services:

Service	Rate	Period
Intensive Individual Services (340)	\$95.00 \$450 cap	Hour Per Day

Language and Speech (415) INDIVIDUAL	\$100.00	Hour
Language and Speech (415) GROUP		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450) INDIVIDUAL	\$150.00	Hour
Occupational Therapy (450) GROUP		
Physical Therapy (460) INDIVIDUAL		
Physical Therapy (460) INDIVIDUAL		
Individual Counseling (510)	\$2.85	Per Minute
Counseling and Guidance (515)	\$2.85	Per Minute
Parent Counseling (520)	\$2.85	Per Minute
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	\$173.00	Per Hour
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)		
ERMHS	\$250.00	Daily
Service		

b) Bundled Education Program




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

APPROVALS

Master Contract approved by the governing Board on _____

Total amount of contract not to exceed **\$65,850.00**

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

CONTRACTOR	DISTRICT
Seneca Family of Agencies	Albany Unified School District
 (Signature & Date)	(Signature & Date)
 Jamie Tang, Controller	Diane Marie, Director of Special Education
Notices to Contractor shall be addressed to: Seneca Family of Agencies Jamie Tang, Controller	Notices to LEA shall be addressed to: Albany Unified School District Victoria Berndt, Special Education Secretary
15942 Foothill Blvd.	819 Bancroft Way
San Leandro, CA 94578	Berkeley, CA 94710
Phone: Fax: 510-317-1443 Email:  Karissa Lockhart karissa_lockhart@senecacenter.org Website: www.senecafoa.org	Phone: 510-559-6536 Fax: 510-559-6543 Email: vberndt@ausdk12.org Website: www.ausdk12.org

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

**ITEM: INDEPENDENT CONTRACTOR AGREEMENT WITH THE
CHALLENGE DAY PROGRAM**

PREPARED BY: CARRIE NERHEIM, DIRECTOR, STUDENT SERVICES

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: The purpose is to review and approve the agreement between Albany Unified School District and the Challenge Day program.

BACKGROUND INFORMATION: Challenge Day is a experiential program that has reached more than 1.5 million youth and adults since 1987. The day-long experience strengthens emotional safety and social relationships, positively influences educational achievement, builds cross cultural connections, and reduces conflict and bullying. Challenge Day has taken place in more than 2,200 schools throughout 48 U.S. states, in 10 countries including much of Canada, The Netherlands, Belgium, and several others.

DETAILS:

School Site: Albany High School

Grade Level: All 10th Graders

Dates: February 4, February 5, February 6, 2019

Cost: \$10,725.00 plus reimbursable expenses

FINANCIAL INFORMATION: The total cost is \$10,725.00 excluding reimbursable expenses. The first installment of \$5,362.50 is due on November 6, 2018. The second installment of \$5,362.50 is due on December 6, 2018.

STRATEGIC GOALS ADDRESSED:



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



Objective #2: *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify*

individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.

RECOMMENDATION: REVIEW AND APPROVE INDEPENDENT CONTRACTOR AGREEMENT THE CHALLENGE DAY PROGRAM

AGREEMENT for Challenge Day Program

THIS AGREEMENT is effective **10/9/2018** by and between **Albany Unified School District** (the "Client") and **CHALLENGE DAY** (the "Vendor"), a California 501(c)3 nonprofit corporation located at 2520 Stanwell Drive, Suite 160, Concord CA, 94520. For the purposes of this agreement Client shall mean all employees of Client, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Client and the Vendor for the consideration hereinafter named agree as follows:

Article 1: Statement of Services

- A. Commencing on 2/4/2019 Vendor shall supply services, people and materials for the following:
See Attached List of Days, Addendum A
- B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

Article 2: Compensation for Services

As full compensation for direct and indirect labor costs, overhead and profits, the Vendor shall be paid at the following rates for delivering the program, services and material ("Services") as contemplated by this agreement. Such rates shall only cover services that are performed by bona fide employees of the Vendor, or its subcontractors unless otherwise approved by Client's Representative.

- A. Rates for Services will be as follows:
 Client to Pay **\$10725** not including reimbursable expenses (outlined below) which will be invoiced separately.
 See attached Invoice #**15298** for details.
 Program(s) provided under this agreement are limited to a minimum of forty (40) and maximum of one hundred (100) student participants per day. Any breach of contract pertaining to student numbers will result in an additional charge. Client will be billed an additional sum of \$300 when there are more than 100 but less than 120 participating students. Students participants must be recruited from the contracted school (Client) only. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are less or more than the agreed upon student participants.
- B. Expenses: Client will pay in advance (or reimburse Vendor) for necessary, reasonable and documented travel expenses actually incurred as follows:
 - 1) Ground Transportation: Ground transportation to Client's site.
 - i. Mileage over thirty (30) miles from Vendor's office to Client's event venue will be billed to the Client at \$0.56 cents per mile, round trip.

Article 3: Limit of Expenditure

The maximum expenditure authorized hereunder for any service, **Excluding** reimbursable expenses as indicated shall be **\$10725**.

Article 4: Invoicing & Payment

Below please find your payment schedule. Adhering to this payment schedule will confirm your requested Challenge Day(s).

- A. Client's requested days will not be confirmed until the 1st installment payment and an authorized Purchase Order for the full invoice amount has been received and credited to your school or organization's account by our administrative offices. All installments are welcomed as early as contracts are completed.
- B. If client's scheduled days are cancelled due to non-payment, client will be required to resubmit their request to host a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled client precedence over other clients waiting for existing or future booking opportunities.
- C. Booking requests made within 90 days of the event date will be confirmed only if scheduling permits and if the contract

is accompanied by no less than the 1st installment (and an approved Purchase Order for full invoice amount made payable no later than 30 days after the event.) Payment, Purchase Order and Contract are expected within 5 business days when booking within the 90 day period.

- D. Accounts that have not paid within 30 days of the program date and that have not submitted and received approval for a payment plan are subject to a .05% monthly finance charge. (6% annual finance charge).

Your requested program date is 2/4/2019.

Balance for program(s): **\$10725**

Schedule of Installments

Installment	Payment Due Date	Payment Amount	Balance Remaining
=====	=====	=====	=====
1st installment	11/6/2018	\$5362.5	\$5362.5
2nd installment	12/6/2018	\$5362.5	\$0

To expedite clarity on any questions, concerns, or issues that may arise regarding payments; please list the information requested below for any/all parties that may be involved in the payment process.

Department

Name

Title

Phone/Ext.

Email

Article 5: Personnel to Be Provided

Client's Representative, hereinafter referred to as the Coordinator, shall be present at each of the program days. The Coordinator shall be **Mariflorence Hudson** or such person or persons as may be designated by the Client.

Vendor must have phone contact regarding final logistics with Coordinator no later than 28 days prior to first scheduled program day. Vendor reserves the right to cancel if Coordinator or alternate Client Representative cannot be reached, subject to the termination section below.

If Coordinator is not a school counselor, Client must also provide a counselor who will attend the entire program day(s) and coordinate any necessary follow-up support for youth participants.

In addition, Client must provide a minimum of one adult for every four (4) youth participants (e.g. 100 youth, 25 adults). If Client is unable to provide a 1 to 4 ratio of adults to student participants, the Client must reduce the number of student participants to meet the required ratio. Vendor reserves the right to cancel the program at the Client's expense if these conditions are not met.

The Coordinator will:

- A. Use the Challenge Day Coordinator's Handbook and other program materials, provided by Vendor to Client, as guides for coordinating participation and logistics for the program day(s).

- B. Act as primary contact with the Challenge Day office regarding all logistics for program day(s).
- C. Attend a phone meeting with Challenge Day Client Manager named below five (5) to six (6) weeks prior to first program day. The purpose of this meeting is to review the Challenge Day Coordinator's Handbook and all arrangements and logistics.
- D. Maintain weekly e-mail and/or phone contact with the Challenge Day Client Manager from six (6) weeks prior to first program day to one (1) week after the last program day.
- E. Take responsibility for ensuring that all personnel, facilities, tools and equipment are provided as written in this agreement and the Challenge Day Coordinator's Handbook.
- F. Be available to speak with Challenge Day staff the day prior to the first program day to review last-minute logistics.
- G. Attend each program day in its entirety and/or assign an alternate coordinator to attend each program day in its entirety. If an alternate coordinator is assigned, the alternate coordinator must agree to assume all coordinator responsibilities regarding event participants, logistics and personnel for that day.

Article 6: Facilities to Be Provided

CHALLENGE DAY: All work hereunder shall be performed on Client's premises or at sites designated by Client. Client to secure a private enclosed room large enough for the activities of the participants, including Adult Participants (50 x 50' minimum; 20' ceiling height). Private room is defined as one which will be free of interruptions for the duration of the program, where loud sounds such as cheering will not disturb occupants in adjoining rooms, any windows at or below eye level have been covered, and participants must be able to eat lunch in the same site of the program. Site must be confirmed three (3) weeks prior to the event(s).

Article 7: Changes

Client may, during the term of this agreement, request additions to the services furnished by the Vendor. Client reserves the right to cancel any scheduled services consistent with the terms of Cancellation and Termination article. Vendor shall not be obligated to make changes without its written acknowledgment of acceptance of such changes.

Article 8: Cancellation And Termination

- A. If Client schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.
- B. If Client schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then Client will pay Vendor 1st installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- C. If Client schedules program days with the Vendor and cancels sixty (60) days prior to the scheduled date of the program then Client will pay Vendor all installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- D. Vendor must have phone contact regarding final logistics with Client's representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if Client cannot be reached, subject to Cancellation and Termination clauses B and C.
- E. If program days are canceled due to weather outside of listed items in Force Majeure Article, Client will pay Vendor any travel costs or fees incurred by the Vendor on behalf of the Client for the dates listed in **Addendum A**. If openings exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s). If the event is to be rescheduled Client will pay Vendor additional travel costs incurred for rescheduled event.
- F. Client may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

Article 9: Choice of Law

The laws of the State of California shall govern this agreement and all transactions under it. Vendor agrees to submit to the jurisdiction of any court wherein an action is commenced against Client based on a claim for which Vendor has agreed to indemnify Client under this Agreement.

Article 10: Entire Agreement

The provisions of this agreement supersede all contemporaneous oral agreements and all prior oral and written communications (including the School Coordinator Program Packet) and understanding of the parties with respect to the subject matter of this Agreement. This agreement is the entire agreement between the parties.

Article 11: Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, or other similar causes beyond the control and without the fault or negligence of the delayed or non performing party or its subcontractors.

Article 12: Insurance

Vendor shall maintain in full force and effect, at its cost and expense, liability insurance in the aggregate amount of \$1,000,000.

Article 13: Disputes

Any controversy, dispute or claim arising out of or relating to the interpretation of this Agreement shall be subject to a thirty (30) day negotiation period between the parties in which key business people for the parties will, in good faith, attempt to resolve the matter.

Article 14: Mediation and Arbitration

If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of either party, to mediation by the American Arbitration Association ("AAA"). If not thus resolved, it shall be referred to a sole arbitrator selected by the parties within thirty (30) days of the mediation or, in absence of such election, to final and binding arbitration by a sole arbitrator under the AAA Arbitration Rules ("Rules") in effect on the date of this Agreement. The mediation and arbitration, including arguments and briefs, shall be in the English language in the State of California, United States of America. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement or award exemplary or punitive damages or attorney's fees. The arbitrator shall apply the substantive law of the State of California. The award shall be in United States dollars. Judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Each party shall bear its own expenses (including attorney's fees) and an equal share of the expense of the mediator and arbitrator and the fees of the AAA. The parties and their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of the mediation and arbitration in confidence. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation or arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate or arbitrate.

Article 15: Tools and Equipment

Unless otherwise specifically provided for in this agreement, Vendor shall provide all tools and equipment

("equipment") for performance of this Agreement. Should the Vendor actually use any equipment owned or rented by Client, Vendor accepts the equipment "as is" and the Vendor shall have the risk of damage to such equipment as long as damage is sustained as a result of Vendor's actions. Vendor agrees not to remove the equipment from Client's premises, and to use equipment only for the services covered under this agreement. In addition to one chair per participant (chairs must be lightweight and without arms), Client must provide the equipment and supplies specified in the Challenge Day Coordinator's Handbook.

Article 16: Timely Performance

If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Client thereof and include all relevant information concerning the delay or potential delay.

Article 17: Title to Media / License to Use

Receipt of materials supplied under this agreement represents acceptance of a license to use such materials for "in house" activities sponsored by Client solely for the benefit of Client's employees and students. Such rights are restricted to use by those employees who participate in the program to which the materials are related. License to use any documents and other tangible media of expression ("Training Media") furnished hereunder by Vendor to Client shall pass to Client on full payment of invoice for the services associated with such media. Client expressly agrees that it does not have the right to reproduce or sub-license such media.

Article 18: Ownership of Programs

Vendor's programs or related materials in any form including but not limited to written, video, audio or electronic reproductions, and shall obligate its employees, subcontractors and others working for it, to adhere to the same limitations, without written consent of Vendor. Client agrees to limit its use of programs and materials supplied by Vendor to "in house" activities sponsored by Client solely for the benefit of its employees and students.

Article 19: Right to Use Ideas

The ideas presented in the Vendor's programs may be used by Client and its employees, subcontractors and others working for Client without restriction. However, due to the nature of the exercises, which are protected under Federal copyright law, specific exercises, such as the Power Shuffle, may not be reproduced in any format.

Article 20: No Result or Benefit

The Vendor promises only to deliver the program and does not warrant or promise any result or benefit to Client or those participating.

Article 21: Representations

Vendor represents to Client that the services rendered by the Vendor will be performed in a manner consistent with highest professional standards in its field.

Article 22: Indemnity

- A. The Client shall indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Client, its employee and agencies in the performance by the Client of this Agreement.

- B. The Vendor shall indemnify and save harmless the Client, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Vendor, its employees and agencies in the performance by the Vendor of this Agreement.
- C. The above indemnifications shall survive the termination of this Agreement.

Article 23: NonWaiver

No agreement or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

Article 24: Severability

If any portions of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or provision, and the rights and obligations of the Vendor and Client shall be construed and enforced accordingly.

Article 25: Notices

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Client shall be in writing and shall be given or made by confirmed facsimile, or similar communication, or by certified mail, registered mail, or courier service addressed to the respective parties as follows:

For Albany Unified School District:

Carrie Nerhaim
1200 Solano Ave
Albany, CA 94706

For Challenge Day:

Liu Su'a-Falevai
Challenge Day
2520 Stanwell Drive, Ste 160
Concord, CA 94520
Fax: 925-969-0256

The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters (courier service), or (3) when delivered, if in person. The above addresses may be changed at any time by giving written notice as provided above.

Article 26: Signatures

By signing below, I agree to the articles of this Agreement and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am authorized to make agreements on behalf of Albany High School:

Authorized Signature Name: _____

Signature: _____

Date: _____

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

Coordinator Name: Mariflorence Hudson

Title: _____

Signature: _____

Date: _____

For Challenge Day:

Share Manager Name: Liu Su'a-Falevai

Signature: _____

Date: _____

Special Terms

Non-Discrimination. PROVIDER shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

ITEM: BOARD BYLAW 9320 - MEETINGS AND NOTICES

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

For the Board of Education to review and approve Board Bylaw 9320 - Meetings and Notices.

BACKGROUND INFORMATION/DETAILS:

AUSD Board Bylaws are board policies that apply to the School Board as a governance body. Board Bylaw 9320 was adopted by the Board of Education on May 19, 2009, and was revised on September 11, 2012. At the October 23, 2018 Board meeting, the Board of Education reviewed and revised BB 9320. This Board Bylaw is being brought to the School Board for approval.

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: The Board of Education to review and approve Board Bylaw 9320 - Meetings and Notices.

Albany USD
Board Bylaw
BB9320
Meetings And Notices

Meetings of the Board of Education are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)
 (cf. 9321.1 - Closed Session Actions and Reports)
 (cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and place to hear, discuss, or deliberate upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

In order to help ensure participation in the meeting by disabled individuals, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1)

Meeting notices and agendas shall specify that any individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee. (Government Code 54954.2)

Each agenda shall also list the address(es) designated by the Superintendent or designee for public inspection of agenda documents that are distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

(cf. 9322 - Agenda/Meeting Materials)

Regular Meetings

The Board shall hold two regular meetings each month. Regular meetings shall be held at ~~7:30~~ **7:00** p.m. on the ~~first~~ **second** and ~~third~~ **fourth** Tuesday of each month at the ~~Albany Community Center~~ **City of Albany City Council Chambers, or at a time and place agreed to by the agenda committee. Regular meetings shall be recorded** and broadcast on local cable to KALB.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. (Government Code 54956) **A special meeting may be proposed by any Board member to the Superintendent, who shall then poll the remaining Board members. If a majority of the Board members approve the meeting, the Superintendent shall work with the agenda committee to agendize and schedule it in a timely fashion.**

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

A majority vote by the Board may adjourn/continue any regular or special meeting to a later time and place that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)

(cf. 2111 - Superintendent Governance Standards)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern
3. An open and noticed meeting of another body of the district
4. An open and noticed meeting of a legislative body of another local agency
5. A purely social or ceremonial occasion
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of

ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to disabled persons or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within district boundaries, except to do any of the following:
(Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law
4. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
5. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
6. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
7. Attend conferences on nonadversarial collective bargaining techniques
8. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
9. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-9 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference:

EDUCATION CODE

- 35140 Time and place of meetings
- 35143 Annual organizational meeting, date, and notice
- 35144 Special meeting
- 35145 Public meetings
- 35145.5 Agenda; public participation; regulations
- 35146 Closed sessions
- 35147 Open meeting law exceptions and applications

GOVERNMENT CODE

- 3511.1 Local agency executives
- 11135 State programs and activities, discrimination
- 54950-54963 The Ralph M. Brown Act, especially:
 - 54953 Meetings to be open and public; attendance
 - 54954 Time and place of regular meetings
 - 54954.2 Agenda posting requirements, board actions
 - 54956 Special meetings; call; notice

54956.5 Emergency meetings
 UNITED STATES CODE, TITLE 42
 12101-12213 Americans with Disabilities Act
 CODE OF FEDERAL REGULATIONS, TITLE 28
 35.160 Effective communications
 36.303 Auxiliary aids and services
 COURT DECISIONS
 Wolfe v. City of Fremont, (2006) 144 Cal.App. 544
 ATTORNEY GENERAL OPINIONS
 88 Ops.Cal.Atty.Gen. 218 (2005)
 84 Ops.Cal.Atty.Gen. 181 (2001)
 84 Ops.Cal.Atty.Gen. 30 (2001)
 79 Ops.Cal.Atty.Gen. 69 (1996)
 78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2009

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010

WEB SITES

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

CSBA, Agenda Online:

<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>

California Attorney General's Office: <http://www.ag.ca.gov>

Institute for Local Government: <http://www.ca-ilg.org>

League of California Cities: <http://www.cacities.org>

Bylaw ALBANY UNIFIED SCHOOL DISTRICT

adopted: May 19, 2009 Albany, California

revised: September 11, 2012

Revised: November 13, 2018

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

ITEM: **ALBANY UNIFIED SCHOOL DISTRICT BOARD GOVERNANCE
HANDBOOK - ANNUAL REORGANIZATION OF THE BOARD**

PREPARED BY: **VAL WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW & ACTION**

PURPOSE: The Albany Unified School District Board of Education to review and approve the District Board Governance Handbook - Annual Reorganization of the Board.

BACKGROUND INFORMATION/DETAILS:

On July 20, 2018, Governor Brown approved Assembly Bill 2449 (Chapter 146/2018) which extends the date to the second Friday in December, by which a newly elected member of a school district governing board, county board of education, or community college district governing board is to assume office after an election. AB 2449 takes effect on January 1, 2019 and does not affect the commencement of the terms of a trustee elected in 2018.

At the October 23, 2018 Board of Education meeting, the Board reviewed the Board Governance Handbook - Annual Reorganization of the Board and made revisions. The Board requested that this item be brought back to the Board under Review and Action.

STRATEGIC GOALS ADDRESSED:



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

RECOMMENDATION: The Board of Education to review and approve the District Board Governance Handbook - Annual Reorganization of the Board.

ALBANY UNIFIED SCHOOL DISTRICT BOARD GOVERNANCE HANDBOOK

22) Issue: Annual Reorganization of the Board

Principles: It is in the best interest of the Board that its officers be both willing and able to carry out the relevant duties. Effective Board members are not necessarily effective Board presidents, nor do all members have the time needed to provide effective leadership.

Protocols:

- Prior to the nominations or election of the Board president and vice-president, each Board member should make known whether he or she would be willing to retain/assume either office.
- At the first regular School Board meeting in December, the Board shall conduct nominations and elect a Board president and vice-president.
- ~~elects a president and vice-president.~~
- ~~Board members should be polled before the vote so that each can state whether they would be willing to retain/assume either office.~~
- At the reorganization meeting, the Superintendent will preside over the election of the president. The newly elected president will preside over the election of the vice-president.
- Any Board member may nominate any other member, including the current officers, for either office.
- There is no limit to the number of times a member may serve as an officer, nor is there any expectation that all members will serve as officers or automatically rotate into either position.
- The presiding officer shall ask each member whether he or she wishes to nominate someone for the position. The member may nominate him/herself or another member, or may decline to make a nomination. The nominated member will be asked to accept the nomination.
- If the member declines to accept the nomination, he/she will not be considered to have been nominated. No second is required for a nomination.
- After all nominations have been made, the Board shall take a vote for each nominee. If nominated, a member may vote for him/herself. No member may abstain from voting. In the case of a tie, the presiding officer will hold a runoff vote.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

ITEM: BOARD OF EDUCATION SELF EVALUATION - EVALUATION INSTRUMENT

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW & ACTION

PURPOSE: For the Board of Education to review and approve the AUSD Board Self-Evaluation Instrument that Board members would like to use when conducting their Annual Board of Education Self-Evaluation.

BACKGROUND INFORMATION:

AUSD Board of Education members are committed to providing quality leadership for the district and as such, developed a Board Governance Handbook that includes provisions for conducting an annual self-evaluation.

DETAILS:

The AUSD Annual Board of Education Self-Evaluation is a key step to promoting a continuous cycle of improvement in board governance. This strong commitment to continuously evaluate and improve practices and procedures serves to:

- 1) Improve communication and relationships;
- 2) Strengthen agreements about roles and responsibilities;
- 3) Promote better board-superintendent teamwork; and
- 4) Create more effective leadership for the district.

At the October 23, 2018 Board of Education meeting, the Board discussed the evaluation instrument for their self-evaluation and discussed the creation of a survey as the evaluation instrument. Board President Paul Black agreed to review the California School Boards Association (CSBA) sample and make suggested revisions.

STRATEGIC GOALS ADDRESSED:



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

RECOMMENDATION: For the Board of Education to review and approve the AUSD Board Self-Evaluation Instrument that Board members would like to use when conducting their Annual Board of Education Self-Evaluation.

AUSD Board Self-Evaluation | 2017-2018

I. UNITY OF PURPOSE

The governance team:

1. Is focused on learning and achievement for all students.
2. Is committed to a common vision and agrees on what we want to accomplish as a team.
3. Works well together as a team.
4. Commits the time and energy necessary to be informed and effective leaders.
5. Allows majority decisions of the board to set the direction for the district, refraining from undermining those decisions even when individual views may differ from the majority decision.

II. GOVERNANCE TEAM ROLES AND RESPONSIBILITIES

6. Governance team members agree on the role and responsibilities of the board and the superintendent; The board understands its governance responsibilities are to set the direction and provide a policy and accountability framework for the district, not to perform management functions.
7. Board members keep confidential matters confidential.
8. The board gives direction to the superintendent only at public meetings of the board, and individual board members do not attempt to exercise individual authority in directing the superintendent.

III. GOVERNANCE TEAM CULTURE

9. The board communicates with the superintendent in a climate of trust and mutual respect.
10. The board assumes collective responsibility for board conduct, behavior, and conflict management.
11. Governance team members operate openly, with trust and integrity, and treat everyone with civility and respect.
12. Members of the governance team listen to each other in order to understand the other person's perspective.
13. The board and superintendent avoid surprises at meetings by discussing questions in advance whenever possible.

IV. GOVERNANCE TEAM OPERATIONS

14. Board members receive adequate and timely information to render informed decisions.
15. All board members receive the same information.
16. Governance team members agree on how to bring up new ideas.
17. Governance team members agree on how concerns from the community will be handled.
18. The governance team creates opportunities for the views of the community to inform board deliberation.

AUSD Board Self-Evaluation | 2017-2018

V. BOARD MEETINGS

- | |
|--|
| 19. Board meeting agendas reflect district priorities and goals. |
| 20. Board members come to meetings prepared. |
| 21. The board effectively uses data as a component of its decision-making process. |
| 22. There is a good relationship between how long the board spends on an agenda item and the importance of the item. |
| 23. The board effectively guides community input in a manner that balances the importance of inclusiveness and the board's need to conduct effective and efficient meetings. |

VI. GOVERNANCE LEADERSHIP DEVELOPMENT

- | |
|--|
| The board: |
| 24. Demonstrates a commitment to continually improve governance efforts by planning for the development and training of its members. |
| 25. Reviews its governance agreements regularly and provides opportunities for new team members to provide input. |
| 26. Effectively develops and adopts long-range priorities and annual goals. |
| 27. Uses the district's mission, core beliefs, and vision to drive district performance and improve student achievement. |
| 28. Effectively develops and adopts clear and measurable indicators to assess progress towards priorities and goals. |

VII. STRUCTURE

- | |
|--|
| The board: |
| 29. Adopts a fiscally responsible budget and LCAP aligned to the district's vision and goals. |
| 30. Has an effective process to review, revise, and adopt policies that align with the district's vision and goals, and are consistent with the law. |
| 31. Establishes priorities for the district's collective bargaining process that support the district vision and goals. |

VIII. ACCOUNTABILITY

- | |
|--|
| The board: |
| 32. Monitors student progress against established benchmarks. |
| 33. Monitors progress towards district goals based on established success indicators. |
| 34. Monitors the implementation of the adopted budget. |
| 35. Monitors the implementation of board policies. |
| 36. Evaluates the performance of the board. |
| 37. Evaluates the performance of the superintendent based on established expectations. |

AUSD Board Self-Evaluation | 2017-2018

IX. COMMUNITY LEADERSHIP

The board:

38. Effectively communicates district priorities, goals, and needs to the community.

39. Pursues partnerships to support district efforts.

40. Advocates on behalf of students and public education at the local, state, and federal levels.

Scored as follows:

1. Rarely

2. Not very often

3. Often

4. Frequently

5. Almost always

In their self evaluation, the Board agreed on the following points and action items:

- The Board gave themselves high marks on unity of purpose and team culture and governance.
- The Board will adopt a training protocol for new members that will be incorporated into the governance handbook. Board Member Low will bring suggested wording for this protocol to the Board in January.
- It is the responsibility of the Board President to discuss any concerns raised about Board conduct with the individual member. It was determined that a bylaw should be written to spell out consequences for Board members who violate protocols or bylaws. Several members commented that this was a proactive measure, rather than a reaction to any current problem. Superintendent Stephenson will send CSBA's proposed bylaws for Board presidents to Board President Black. In January, Mr. Black will bring suggested wording for a protocol on the role of the President to add to the governance handbook. Board member Low will incorporate this policy into the Board member training protocol as well.
- The Board has an interest in establishing priorities for the district's collective bargaining. To that end, Superintendent Stephenson will arrange for the Board to receive training on types of bargaining, legal guidelines, and how best they can support the district vision and goals. Board member Maris suggested that the Board should discuss how the cost of administration influences collective bargaining.
- In order to improve communication and interaction with the public, Superintendent Stephenson will publish Board meeting highlights after each Board meeting.
- Superintendent Stephenson will promulgate information about future Board meetings in order to alert community members to upcoming agenda items. She will try to get this information out well in advance of the meeting so that people will have time to plan to attend the meeting, if they so desire.
- Individual Board members are encouraged to use blogs and other social media to communicate Board decisions and discussions to the public. They will send any such communication first to the Superintendent for an objective evaluation before publishing it. The Board member will be very careful to distinguish between Board positions and personal opinions in any communication.
- Board members agreed to offer to speak to community groups.
- Superintendent Stephenson is working on developing short, memorable descriptions of the goals of the District's strategic plan and will bring these descriptions to the Board for discussion at a future meeting.
- Instead of mixing routine business and policy discussions together in each meeting, the Board will try to devote one entire Board meeting a month to business items and the second meeting to policy discussions on topics that tie to the District's strategic plan and that are of particular interest to the public. One of the first such discussion meetings will be devoted to discussing possible topics for future meetings.
- Board members would like to monitor student progress and progress towards district goals in a more systematic and authentic fashion than currently available through state testing. They are committed to

developing authentic student assessment and other sources of data, including surveys, to guide the decisions of the district. The Board would like to hold a conversation on student assessment in November.

- There was a discussion of how the District might form partnerships with other agencies that would benefit our students. Superintendent Stephenson pointed out that we already have several such partnerships, such as with the City of Albany, the University of California, and several fund-raising organizations.
- Board members will inform the Superintendent and the principal of a school site before visiting the site for any purpose other than attending a PTA meeting, student performance, or PTA-sponsored event. This includes, but is not limited to, site council meetings and classroom visits. Board member Low will include this protocol in her suggested changes to the Board handbook.
- The following policy should be added to the Board handbook: When a Board member attends a meeting at a school site such as a PTA or site council meeting, the Board member should be prepared to answer questions and to correct misconceptions about Board and District policy, but should not vote or offer unsolicited opinions. The Board member must always be careful to distinguish between official policies and positions of the Board and personal opinions.
- Board members agreed that the self-evaluation survey needs refinement to best serve the needs of AUSD. The agenda committee will schedule an open-meeting session to refine the survey well in advance of next year's self-evaluation.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 13, 2018

ITEM: INDEPENDENT CONTRACTOR AGREEMENT WITH BEACON CONSULTING GROUP FOR PROP 39 AND ENERGY EFFICIENCY PROJECTS

PREPARED BY: JACKIE KIM, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To review and approve the Independent Contractor Agreement with Beacon Consulting Group to implement Prop 39 energy efficiency projects, non-Prop 39 energy efficiency projects, and miscellaneous work for a total of \$123,000 from 2018-2021.

BACKGROUND INFORMATION: Beason Consulting Group (BCG) was hired in March, 2016 to obtain CA Energy Commission's (CEC) free Bright School audits, develop Prop 39 list of projects, and evaluate an energy management system for AHS¹. The total cost was \$76,556.76 and was covered by Prop 39 grant. Under the direction of the previous CBO, 83.5% of the Prop 39 grant was directed to supplement the bond (solar at AMS Annex and heating, ventilation and air conditioning units (HVAC) at AHS). The remaining 16.5% Prop 39 fund is planned to be used to upgrade lights and thermostats. In August, 2017, the CA Energy Commission granted the District \$740,000 in Prop 39 grant funding.

The Prop 39 grant requires the following steps:

1. Funds must be encumbered by June, 2019
2. Projects must be completed by June, 2020
3. Final project completion reports are due within 12 months of project completion.
4. Annual reports are due every September 30th
5. Final Prop 39 report is due by June 30, 2021

BCG is requesting an agreement to implement and report on Prop 39 projects and non-Prop 39 energy efficiency projects, and miscellaneous work for a total of \$123,000 from 2018-2021.

DETAILS: The scope of work consists of the following for Albany Middle School (AMS); Albany High School (AHS); Cornell Elementary (Cornell); Cougar Field; and other sites that may be designated by AUSD in writing.

¹ The proposed energy management system was \$440,000 and the engineer was able to propose an alternative wireless thermostat plan that cost \$38,000.

1. Project implementation includes construction oversight in conjunction with AUD's maintenance chief lead. This does not include oversight of public bid process and public contracting. BCG-LEEP will assist in obtaining informal bids under the California Uniform Public Construction Cost Accounting Act (CUPCCA), providing information to the purchasing department so they can issue PO's, reviewing and approving invoices and change orders, and ensuring the product is properly installed. BCG-LEEP will assist AUD's maintenance staff on how to operate new equipment. Time spent with high school interns is gratis.
 - a. AHS
 - i. Gym lights with interns \$12,500 (based on time) - *Prop 39*
 - ii. Thermostats with interns \$12,750 (based on time) *Prop 39*
 - iii. Exterior lights \$6,750 (based on time) *General Fund/Maintenance*
 - iv. Little Theater lights \$12,450 (based on time) *General Fund/Maintenance*
 - b. AMS
 - i. Gym lights with interns \$10,350 (based on time) *General Fund/Maintenance*
 - ii. Thermostats with interns \$12,750 (based on time) *Prop 39*
 - iii. Lights in library and foyer \$6,750 (based on time) *General Fund/Maintenance*
 - iv. Exterior lights \$6,750 (based on time) *General Fund/Maintenance*
 - c. Cornell
 - i. Thermostats \$10,950 (based on time) *Prop 39*
 - d. Cougar Field
 - i. Smart irrigation controller replacement and replace and relocate sprinkler heads to work more efficiently and effectively. Obtain EBMUD rebate \$8,100 (based on time) *Grant*
 - e. Total \$100,100
2. Five-year Prop 39 plan, reports, updates, discussions, and presentations for the initial five-year plan requested by the CEC. Updates, changes, modifications, and reports required by the CEC will be provided on a time and materials basis. At this time, the CEC has issued partial guidelines for some of these items/reports/filings.
Estimated cost: \$12,900, based on time. *Prop 39*
3. Miscellaneous support for Maintenance Department in issues of electrical and HVAC. Examples include provide LED fixtures with emergency back-up lighting; grant amendment from Bay Area Air Quality Management District to upgrade mower (approx. \$5,000 grant).
Estimated cost: \$10,000, based on time. *General Fund/Maintenance*

FINANCIAL INFORMATION: Total estimated cost: \$123,000

Prop 39	General Fund (Maintenance)	Grant
\$ 61,850	\$ 53,050	\$ 8,100

STRATEGIC OBJECTIVES ADDRESSED:



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

RECOMMENDATION: To review and approve the Independent Contractor Agreement with Beacon Consulting Group to implement Prop 39 energy efficiency projects, non-Prop 39 energy efficiency projects, and miscellaneous work for a total of \$123,000 from 2018-2021.

Albany USD Energy & Water Efficiency Program

Beacon Consulting Group/Leadership in Energy Efficiency Program

Nov. 13, 2018

Who are we and why are we here?

- ▶ Long history with Albany USD as parent volunteer, employee, and consultants to help Albany USD save operating funds
- ▶ 2003 - 2008: Saved \$200,000/year in utility costs in fiscal crisis
 - ▶ \$435,900 from Bond A (1993) was repaid from savings in approx. 4.5 years
 - ▶ Energy: cogeneration project supplies hot water to pools → energy to AHS; lighting; free thermostats & exit signs from PG&E; HVAC optimization
 - ▶ Water and sewer: eliminate sewer costs at Cougar Field (charged since 1950's); free Cougar Field irrigation controller; irrigation credit for Ocean View
 - ▶ Telecom: use e-rate for lower telecom and internet costs; audited calls for foreign, long distance, and 411 calls

Alameda County Office of Education 2010-2014

- ▶ AUSD program → pilot program for ACOE Leadership in Energy Efficiency Program (LEEP) for schools
- ▶ \$1.25 million funding from PG&E
- ▶ Scale up energy efficiency for Alameda school districts
- ▶ Find different sources of funding for public schools (K-12)
- ▶ Create intern programs for high school and community college students

2014 - 2018 LEEP and AUSD

- ▶ Prop 39 funding for \$740,000 approved by CA Energy Commission (CEC)
- ▶ CEC Bright School free energy audit \$20,000
- ▶ Sustainability Plan/PG&E \$7,000
- ▶ Bay Area Air Quality Management District (BAAQMD) free garden equipment \$37,827
- ▶ Albany High School LEEP interns to job shadow and learn about green careers and STEM majors (2 groups)

2018 - 2021: LEEP proposed work

- ▶ Prop 39 energy projects
 - ▶ 2 projects (AHS HVAC units and AMS solar → bond) [\$618,189]
 - ▶ Must be encumbered by 6/2019 [\$121,811]
 - ▶ Completed by 6/2020
 - ▶ Projects/status reported annually to CEC
 - ▶ Final report to CEC by 6/2021
- ▶ Additional energy projects (non-Prop 39) [\$130,412]
- ▶ Upgrade of BAAQMD mower (apply for \$5,000 grant and implement)
- ▶ Apply for CA water grant for leak detection & repair; smart irrigation controller; and realign sprinkler heads (Cougar Field). Apply rebates EBMUD
- ▶ Albany High School LEEP interns start Nov, 2018

Prop 39 projects

(footnotes on slide 7)

Site	Project	Estim Labor & Materials Cost	Estim LEEP Cost (1)	Total Estim. Costs	Estim Energy Savings (\$/yr)	Estim Maintenance Cost Savings (2)	Estim Total Savings (\$/yr)	Estim Pay-back (yr)
Albany High School	Gym light fixtures (with interns)	\$ 50,293	\$ 12,500	\$ 62,793	\$ 13,265	\$ 16,000	\$ 29,265	2.1
	Thermostats (with interns)	\$ 19,113	\$ 12,750	\$ 31,863	\$ 1,241	\$ 8,000	\$ 9,241	3.4
	HVAC fixtures under bond ⁽³⁾	\$ 268,189	\$ -	\$ 268,189	Bond project; not include savings in totals			
Albany Middle School	Solar under bond ⁽³⁾	\$ 350,000	\$ -	\$ 350,000				
	Thermostats (with interns) ⁽⁴⁾	\$ 25,378	\$ 12,750	\$ 38,128	\$ 4,042	\$ 8,000	\$ 12,042	3.2
Cornell	Thermostats	\$ 27,027	\$ 10,950	\$ 37,977	\$ 1,915	\$ 4,000	\$ 5,915	6.4
	Total - Prop 39 - Approved	\$ 740,000	\$ 48,950	\$ 788,950	\$ 20,463	\$ 36,000	\$ 56,463	
	Sub total - Project Implementation – no bond projects	\$ 121,811	\$ 48,950	\$ 170,761	\$ 20,463	\$ 36,000	\$ 56,463	3.0
Prop 39	Annual reports, final project reports, accounting true up, etc. for CA Energy Commission		\$ 12,900					
	Total Revised MOU		\$ 61,800					

Prop 39 Projects - footnotes

- ▶ 1. LEEP costs for implementation were not included in EEP's approved under Prop 39, at request of CBO, A. Garde
- ▶ 2. Estimated maintenance staff time from D. Santos
- ▶ 3. HVAC fixtures at AHS and solar at AMS were funded by Prop 39. Under LEEP's MOU, will do annual and final report for these projects to CEC.
- ▶ 4. Wireless thermostats were evaluated and selected as a less expensive alternative to a traditional energy management system. Cost at AHS were \$440,000 versus \$38,000.

Non-Prop 39 Projects

Site	Project	Estim Labor & Materials Cost	Estim LEEP Cost	Total Estim Costs	Estim Energy Savings (\$/yr)	Estim Maintenance Cost Savings (1)	Estim Total Savings (\$/yr)	Estim Pay-back (yr)
Albany High School	Exterior lights (15 pole lights failing)	\$ 13,500	\$ 6,750	\$ 20,250	\$ 1,695	\$ 5,000	\$ 6,695	3.0
	Little Theater ⁽²⁾	\$ 39,930	\$ 12,450	\$ 52,380	\$ 530	\$ 62,800	\$ 13,090	4.0
Albany Middle School	Gym light fixtures (with interns)	\$ 34,482	\$ 10,350	\$ 44,832	\$ 1,622	\$ 12,000	\$ 13,622	3.3
	11 lights in library & foyer	\$ 14,000	\$ 6,750	\$ 20,750	\$ 100	\$ 8,800	\$ 8,900	2.3
	Exterior lights (15 pole lights failing)	\$ 13,500	\$ 6,750	\$ 20,250	\$ 1,695	\$ 5,000	\$ 6,695	3.0
Cougar Field	Irrigation Controller, replace & relocate sprinkler heads ⁽³⁾	\$ 15,000	\$ 8,100	\$ 23,100	Unknown savings until develop scope of work and obtain grant/rebate			
	Total - Project Implementation	\$ 130,412	\$ 51,150	\$ 158,462	\$ 5,642	\$ 93,600	\$ 99,242	1.6

Maintenance	Misc items for Maintenance ⁽⁴⁾		\$ 10,000					
	Total Revised MOU		\$ 61,150					

Footnotes 1: Estimated maintenance staff time from Dee Santos

2. Prorate maintenance costs as one time cost every 5 years to replace and repair Little Theater lights

3. EBMUD rebate and Prop 1 grant. Estimate of savings not available. Not include in total costs, savings, and payback.

4. Assistance, as requested and approved by AUSD for Maintenance Dept. Example: upgrade riding mower with additional grant

Prop 39 & Non-Prop 39 Projects

Prop 39 (yes/no)	Project	Estim Labor & Materials Cost	Estim LEEP Cost	Total Estim Costs	Estim Energy Savings (\$/yr)	Estim Maintenance Cost Savings	Estim Total Savings (\$/yr)	Estim Payback (years)
Yes	Total - Prop 39 - Approved	\$ 740,000	\$ 48,950	\$ 170,761	\$ 20,463	\$ 36,000	\$ 56,463	3.0
No	Total Non-Prop 39 Projects	\$ 130,412	\$ 51,150	\$ 158,462	\$ 5,642	\$ 93,600	\$ 99,242	1.6
	Total - Project Implementation ⁽¹⁾	\$ 252,223	\$ 100,100	\$ 352,323	\$ 26,105	\$ 129,600	\$ 155,705	2.3

Yes	Annual reports, final project reports, accounting true up, etc. for CA Energy Commission		\$ 12,900					
No	Misc items for Maintenance		\$ 10,000					
	Total Revised MOU		\$ 123,000					

Footnote 1: totals not include bond projects. Totals from prior spreadsheets on pages 6 and 8

Future Projects

- ▶ Hunting for funds
 - ▶ Water
 - ▶ Electric vehicles and charging infrastructure
 - ▶ Other off-road equipment
 - ▶ Other energy programs, including unallocated Prop 39 funds
 - ▶ Intern programs

▶ Pn:AlbanyUSDBpard11.13.18.pptx

ALBANY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is hereby entered into this **13th day of November, 2018**, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Beacon Consulting Group

CONTRACTOR

1446 Portland Ave

Albany	MAILING ADDRESS	California	94706
CITY		STATE	ZIP

hereinafter referred to as "CONTRACTOR." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"): energy and water efficiency services; Prop 39 reporting; Bay Area Air Quality Management District grant; water grant application; other funding grants, as approved by District; and other services, as may be requested by District from time to time.

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. CONTRACTOR shall:

☐ Provide services under this AGREEMENT on the following specific dates
 _____, _____, _____, _____, _____, _____, _____, and
 complete performance no later than _____;

OR

☒ Commence providing services under this AGREEMENT on:

The date of the Agreement until June 30, 2021.

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **one hundred twenty-three thousands and no cents (\$123,000.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- a. Such compensation shall be based on:
- ☒ An hourly rate of \$150.00 for a total amount of 820 hours.
 - ☐ A daily rate of \$ _____ for a total amount of _____ days.
 - ☐ Total amount of \$ _____.
- b. Payment method shall be:
- ☐ **Upon Completion**
 - ☐ Date of Service
 - ☒ **Other (Specify): per invoice with time sheets**

Any work performed by Contractor in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 819 Bancroft Way, Berkeley, CA, 94710.

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

7. California Residency. Contractor and the Contracted Parties shall be residents of the State of California.
8. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including but not limited to Contractor's or the Contracted Parties' use of the site; Contractor's or the Contracted Parties' performance of the Services; Contractor's or the Contracted Parties' breach of any of the representations or warranties contained in this Agreement; injury to or death of persons or damage to property or delay or damage to District or the District Parties; or for any act, error, omission, negligence, or willful misconduct of Contractor, the Contracted Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

District shall defend, indemnify, and hold harmless Contractor and its agents, representatives, officers, consultants and employees from and against all acts that are willful, grossly negligent, or the sole fault of the District.

9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 8 above, District reserves the right to require contractor to procure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate; if applicable; and neither Contractor nor any of the Contracted Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insured. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.
10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

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

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

[Attach and sign additional pages, as needed.]

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

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

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

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

■ The following Contracted Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406: Yvonne Tom and Puck Ananta.

Contractor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
15. Assignment. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
20. Non-Discrimination. Contractor shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.

21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
23. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. Subject to Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
 Name:
 Title:

CONTRACTOR:

BEACON CONSULTING GROUP

Tax Identification Number:
 (confidential)
 By:

 Name: Yvonne Tom
 Title: President

Address for District Notices:

Albany Unified School District
819 Bancroft Way
Berkeley, CA 94710

Address for Contractor Notices:

Beacon Consulting Group
1446 Portland Ave
Albany, CA 94706
510/524-8342
510/684-0492 (cell)
ytom@leepprogram.org

Date of Board Approval: _____

Pn:AlbanyUSD.BeaconConsultingIndependentAgreement.docx