

BOARD OF EDUCATION AGENDA

REGULAR MEETING
October 12, 2021 - 5:00 PM

Meeting Will be Conducted Via Zoom - for Zoom link and password, please see item #3 (Reconvene to Public Session) under Call to Order below.

If you are unable to join the meeting via Zoom but would like to submit a public comment on the item(s) listed on this agenda, or items under the jurisdiction of the Board of Education, please send public comment to: publiccomments@alamedaunified.org. Comments received by 5:00pm on Monday, October 11th will be distributed to Board trustees prior to the Board meeting.
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.

Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).

Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

Closed Session Items: may be addressed under Public Comment on Closed Session Topics.

Non Agenda and Consent Items: may be addressed under Public Comments.

Agenda Items: may be addressed after the conclusion of the staff presentation on the item.

A. CALL TO ORDER

1. Reconvene to Public Session - 5:00 PM - Via Zoom Video Conference.

Join Public Board Meeting (Zoom format):

<https://zoom.us/j/99261512385?pwd=ZWw3emJZeWZMRm9vQ3V1YlZCdFE5UT09>

Meeting ID: 992 6151 2385
Passcode: 854348

To view meeting on Facebook Live at 5:00 PM, please click on the following link:

2. Call to Order - Pledge of Allegiance - Board of Education President Jennifer Williams will lead the Pledge of Allegiance
3. Introduction of Board Members and Staff via Zoom video conference

B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order; that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action

C. COMMUNICATIONS

1. Public Comments - Participants who would like to make comments on items listed on this agenda can join the meeting from their computer, tablet or smartphone. We ask the participants to type their full name when joining the meeting, as prompted. The Board President will announce the opportunity for public comment on items that are not on the agenda but are under the Board's jurisdiction. We ask that all participants who wish to make public comments for that agenda item use the "raise your hand" feature. If a member of the public is unable to join the meeting via Zoom, they may send their public comment to: publiccomments@alamedaunified.org. Emails received by 5pm on Monday, October 11th will be distributed to Board members prior to the meeting.
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860) (5 Mins Each/Information).
4. PTA Council Report - Representatives from the District's PTA Council group may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. (5 Mins/Information)
5. Board Members' Report - Board of Education Members may make announcements or provide information to the Public in the form of an oral report. The Board will not take action on such items.
6. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items.
7. Superintendent's Report - The Superintendent of Schools may make announcements or provide information to the Board and Public in the form of an oral report. The Board will not take action on such items.

D. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of Bill Warrants and Payroll Registers
5. Approval of Measure I Contracts (Standing Item)
6. Approval of Quarterly Report on Williams Uniform Complaints

7. Approval of Special Education Local Plan Area Master Contracts
8. Approval of Tentative Agreement between Alameda Unified School District (AUSD) and California School Employees Association, Chapter 27 (CSEA 27) for Successor Agreement Articles 3, 6, 12, and 15
9. Elementary and Secondary School Emergency Relief Fund (ESSER) III Expenditure Plan
10. Proclamation: Safe Schools Week, October 17-23, 2021
11. Ratification of Contracts Executed Pursuant to Board Policy 3300
12. Resolution No. 2021-2022.15 Certification of Requirement of Education Code Section 60119 for Pupil Textbooks and Instructional Materials for Grades K-12 for Fiscal Year 2021-2022
13. Resolution No. 2021-2022.18 Approval of Budget Transfers, Increases, Decreases
14. Revision of Special Education Maintenance of Effort Actuals (2020-2021) and Special Education Maintenance of Effort Budgeted (2021-2022) as Presented in 2020-2021 Unaudited Actuals

E. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

1. Interview of Candidates and Selection of Provisional Appointee for Vacant Board Seat (120 Mins/Action)

F. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Certificated Personnel Actions

Item Type: Consent

Background:

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2021-2022 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Chief Human Resources Officer

ATTACHMENTS:

Description	Upload Date	Type
☐ Certificated Personnel Actions	10/13/2021	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Classified Personnel Actions

Item Type: Consent

Background:

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2021-2022 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Chief Human Resources Officer

ATTACHMENTS:

Description	Upload Date	Type
☐ Classified Personnel Actions	10/13/2021	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Acceptance of Donations

Item Type: Consent

Background: Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific uses.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase the revenues of the District in the amount of \$8,497.00.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Summary Site Donations	10/6/2021	Backup Material

2020-2021
Summary Site Donations
September 22, 2021 - October 6, 2021

Slip Date	Site	Check#	Date	Donor	Amount	Total Site Donations	Total Donations
9/8/2021	AHS	93380	9/1/2021	St. Ignatius College	\$ 350.00		
9/9/2021	AHS	1334	8/9/2021	Carmen Preuss	\$ 300.00		
9/9/2021	AHS	3545	8/8/2021	Michael Murphy	\$ 100.00		
9/9/2021	AHS	354	8/6/2021	Alicia McKinsey	\$ 150.00		
9/9/2021	AHS	184	8/10/2021	Sahru Keiser	\$ 100.00		
9/9/2021	AHS	3376	8/10/2021	Jennifer Watt	\$ 50.00		
9/9/2021	AHS	321	8/1/2021	Vincent Leonard	\$ 100.00		
9/9/2021	AHS	222	7/30/2021	The Scott Family Trust	\$ 100.00		
9/9/2021	AHS	146	8/6/2021	Stephanie Fisher	\$ 100.00		
9/9/2021	AHS	529	8/5/2021	Jeremy Saum	\$ 100.00		
9/9/2021	AHS	299	8/10/2021	Shiva Pourkaveh	\$ 25.00		
9/9/2021	AHS	2282	8/12/2021	Kimberly Buckingham	\$ 150.00		
9/9/2021	AHS	6023	8/8/2021	Maya Goehring- Harris	\$ 125.00		
9/9/2021	AHS	4901	8/13/2021	Victoria Kuhns	\$ 25.00		
9/9/2021	AHS	Cash	No Date	No Name	\$ 190.00		
9/9/2021	AHS	3326	8/16/2021	Jennifer Howell	\$ 50.00		
9/9/2021	AHS	127	8/16/2021	Mei Po Kung	\$ 50.00		
9/9/2021	AHS	192	8/16/2021	Andrea Szeto	\$ 50.00		
9/9/2021	AHS	3143	8/16/2021	Madhu Mummidi	\$ 50.00		
9/9/2021	AHS	1285	8/17/2021	Haihua Zhao	\$ 50.00		
9/9/2021	AHS	139	8/17/2021	Yelena Zakharyevich	\$ 50.00		
9/9/2021	AHS	1794	8/17/2021	Greg Murphy	\$ 50.00		
9/9/2021	AHS	1195	8/19/2021	Judith Jaber	\$ 50.00		
9/9/2021	AHS	2416	8/24/2021	D Fiero	\$ 50.00		
9/9/2021	AHS	5577	8/16/2021	William Reynolds	\$ 100.00		
9/9/2021	AHS	884	8/16/2021	Mary Leung	\$ 100.00		
9/9/2021	AHS	1032	8/16/2021	Lisa Decardenas	\$ 100.00		
9/9/2021	AHS	3177	8/16/2021	Callum Eastwood	\$ 100.00		
9/9/2021	AHS	265	8/16/2021	Anita Wong	\$ 100.00		
9/9/2021	AHS	1080	8/18/2021	Fullcan Fong	\$ 100.00		
9/9/2021	AHS	410	8/20/2021	Ricky Wells	\$ 15.00		
9/9/2021	AHS	1146	8/14/2021	Christopher McCracken	\$ 25.00		
9/9/2021	AHS	274	8/18/2021	Bruce Wootton	\$ 25.00		
9/9/2021	AHS	301	8/16/2021	Atsushu Hirano	\$ 30.00		
9/9/2021	AHS	472	8/16/2021	Faiza Flores	\$ 30.00		
9/9/2021	AHS	3366	8/17/2021	Bich Hong Dang	\$ 30.00		
9/9/2021	AHS	1347	8/16/2021	Jerome Gatine	\$ 40.00		
9/9/2021	AHS	574	8/16/2021	Eric Grffith	\$ 40.00		
9/9/2021	AHS	366	8/17/2021	Carolyn Marloney	\$ 40.00		
9/9/2021	AHS	198	8/17/2021	Jennifer Kwong	\$ 40.00		
9/9/2021	AHS	1838	8/19/2021	Mary Fisher	\$ 40.00		
9/9/2021	AHS	194	8/14/2021	Zabaida Khan	\$ 20.00		
9/9/2021	AHS	302	8/16/2021	Zorah Braithwaite	\$ 20.00		
9/9/2021	AHS	1403	8/16/2021	Douglas Wong	\$ 20.00		
9/9/2021	AHS	2833	8/16/2021	Jocelyn Banaria	\$ 20.00		
9/9/2021	AHS	744	8/16/2021	Tung Pang Poon	\$ 20.00		
9/9/2021	AHS	9329	8/16/2021	Elizabeth Treadwell	\$ 20.00		
9/9/2021	AHS	288	8/16/2021	Naomi Hoffer	\$ 20.00		
9/9/2021	AHS	1956	8/16/2021	James Liu	\$ 20.00		
9/9/2021	AHS	4104	8/16/2021	Michelle Kaneshiro	\$ 20.00		
9/9/2021	AHS	1009	8/16/2021	David Freeman	\$ 20.00		
9/9/2021	AHS	7922	8/16/2021	Diana Gae Gibson Pace	\$ 20.00		
9/9/2021	AHS	2949	8/16/2021	Caridad Magno	\$ 20.00		
9/9/2021	AHS	533	8/16/2021	Shekhar Gajare	\$ 20.00		
9/9/2021	AHS	530	8/16/2021	Jeremy Saum	\$ 20.00		
9/9/2021	AHS	2176	8/16/2021	Kenneth Choi	\$ 20.00		
9/9/2021	AHS	3455	8/16/2021	Ling Haitsuka	\$ 20.00		

9/9/2021	AHS	100	8/16/2021	No Name	\$ 20.00	
9/9/2021	AHS	237	8/16/2021	Geneviere Meyer	\$ 20.00	
9/9/2021	AHS	1080	8/16/2021	Michele Gee	\$ 20.00	
9/9/2021	AHS	398	8/16/2021	Arvin Lee	\$ 20.00	
9/9/2021	AHS	1351	8/16/2021	Shana Hallmeyer	\$ 20.00	
9/9/2021	AHS	1759	8/16/2021	Nobue Shimizu Khan	\$ 20.00	
9/9/2021	AHS	464	8/16/2021	Jessie Barajas	\$ 20.00	
9/9/2021	AHS	2741	8/17/2021	Cielo De La Paz	\$ 20.00	
9/9/2021	AHS	916	8/17/2021	Mylene Perdiguerra	\$ 20.00	
9/9/2021	AHS	104	8/17/2021	Ginna Rocha Diaz	\$ 20.00	
9/9/2021	AHS	157	8/17/2021	Raphaelle Loren	\$ 20.00	
9/9/2021	AHS	141	8/17/2021	John Lin	\$ 20.00	
9/9/2021	AHS	398	8/17/2021	Donna Wong	\$ 20.00	
9/9/2021	AHS	926	8/17/2021	David Michael Basco	\$ 20.00	
9/9/2021	AHS	2873	8/17/2021	Annie Chan	\$ 20.00	
9/9/2021	AHS	6658	8/17/2021	Jocelyn Holash	\$ 20.00	
9/9/2021	AHS	1233	8/18/2021	Kelli Sumrok	\$ 20.00	
9/9/2021	AHS	1169	8/18/2021	Jason Lemonier	\$ 20.00	
9/9/2021	AHS	1624	8/18/2021	Beautiful Shields	\$ 20.00	
9/9/2021	AHS	4303	8/18/2021	Michiko Shimada	\$ 20.00	
9/9/2021	AHS	950	8/18/2021	David Stoller	\$ 20.00	
9/9/2021	AHS	388	8/19/2021	Karen Hong	\$ 20.00	
9/9/2021	AHS	2047	8/19/2021	Tony Ha	\$ 20.00	
9/9/2021	AHS	460	8/19/2021	Shun Ping Lin	\$ 20.00	
9/9/2021	AHS	722	8/19/2021	Plamen Micovic	\$ 20.00	
9/9/2021	AHS	3679	8/19/2021	Michael Chae	\$ 20.00	
9/9/2021	AHS	3850	8/19/2021	Spring Jackson Steinbach	\$ 20.00	
9/9/2021	AHS	275	8/20/2021	Mei Huan Fang	\$ 20.00	
9/9/2021	AHS	5132	8/20/2021	Carrie Purins	\$ 20.00	
9/9/2021	AHS	281	8/20/2021	Phillips Majerus	\$ 20.00	
9/9/2021	AHS	406	8/20/2021	Amy Weston	\$ 20.00	
9/9/2021	AHS	1927	8/29/2021	Sandra Hoover	\$ 20.00	
9/14/2021	AHS	1657	8/14/2021	Tina Hernandez	\$ 250.00	
9/14/2021	AHS	10511	8/1/2021	Douglas Wong	\$ 135.00	
9/14/2021	AHS	6134926	8/4/2021	Schwab Charitable	\$ 500.00	
					\$	5,215.00
9/17/2021	ASTI	3585	9/15/2021	Superior Text LLC	\$ 182.40	
9/17/2021	ASTI	638230	8/26/2021	The Benevity Community Impact Fund	\$ 75.00	
					\$	257.40
9/21/2021	Encinal	6187	9/15/2021	Danica Barron	\$ 50.00	
9/21/2021	Encinal	3119	9/15/2021	Dawn Roorda	\$ 25.00	
9/21/2021	Encinal	1032	9/15/2021	Kevin Brunetti	\$ 25.00	
9/21/2021	Encinal	1259	9/15/2021	Grace Norma	\$ 25.00	
9/21/2021	Encinal	1040	9/15/2021	Kaysie Clemmons	\$ 25.00	
9/21/2021	Encinal	1893	9/15/2021	Charles Kapelke	\$ 25.00	
9/21/2021	Encinal	2133	9/15/2021	Susan Lindtner	\$ 25.00	
9/21/2021	Encinal	610	9/15/2021	Fung Chu Cheung	\$ 25.00	
9/21/2021	Encinal	1240	9/15/2021	Michael Jonas	\$ 25.00	
9/21/2021	Encinal	1963	9/15/2021	James Liu	\$ 25.00	
9/21/2021	Encinal	973	9/9/2021	Diana Fan	\$ 25.00	
9/21/2021	Encinal	190	9/10/2021	Sahru Keisser	\$ 25.00	
9/21/2021	Encinal	1975	9/11/2021	Paul Clem	\$ 25.00	
9/21/2021	Encinal	1564	9/11/2021	Natalie Olsen	\$ 25.00	
9/21/2021	Encinal	1563	9/11/2021	Natalie Olsen	\$ 25.00	
9/21/2021	Encinal	3210	9/10/2021	Susan Blank	\$ 25.00	
9/21/2021	Encinal	550	9/10/2021	Lyn To	\$ 25.00	
9/21/2021	Encinal	1830	9/10/2021	Steven Lee	\$ 25.00	
9/21/2021	Encinal	3494	9/12/2021	Grace Caulifield	\$ 25.00	
9/21/2021	Encinal	2283	9/12/2021	Phyllis Thompson	\$ 25.00	

9/21/2021	Encinal	1945	9/12/2021	Andrea Biel	\$ 25.00
9/21/2021	Encinal	4172	9/12/2021	Tony Lee	\$ 25.00
9/21/2021	Encinal	3277	9/12/2021	Ann Gallagher	\$ 25.00
9/21/2021	Encinal	674	9/12/2021	Zara Santos	\$ 25.00
9/21/2021	Encinal	146	9/12/2021	Sophia Chen	\$ 25.00
9/21/2021	Encinal	303	9/12/2021	Dai Doan	\$ 25.00
9/21/2021	Encinal	155	9/12/2021	Curt Hennecke	\$ 25.00
9/21/2021	Encinal	2466	9/12/2021	Karin Kim Jensen	\$ 25.00
9/21/2021	Encinal	188	9/12/2021	Lisa Piazza	\$ 25.00
9/21/2021	Encinal	2340	9/12/2021	Kimberly Buckingham	\$ 25.00
9/21/2021	Encinal	1293	9/12/2021	Diane Freeman	\$ 25.00
9/21/2021	Encinal	129	9/12/2021	Mei Po Kung	\$ 25.00
9/21/2021	Encinal	3380	9/12/2021	Jennifer Watt	\$ 25.00
9/21/2021	Encinal	1641	9/12/2021	Harry Ma	\$ 25.00
9/21/2021	Encinal	202	9/13/2021	Jennifer Kwong	\$ 25.00
9/21/2021	Encinal	307	9/13/2021	Dai Doan	\$ 25.00
9/21/2021	Encinal	917	9/13/2021	Katie Kong	\$ 25.00
9/21/2021	Encinal	259	9/13/2021	Fernando Carera	\$ 25.00
9/21/2021	Encinal	2822	9/13/2021	Raymond Lam	\$ 25.00
9/21/2021	Encinal	301	9/13/2021	Rahman Pourfarzaneh	\$ 25.00
9/21/2021	Encinal	6298	9/13/2021	Jennifer Soloman	\$ 25.00
9/21/2021	Encinal	2284	9/13/2021	Jack Kotovsky	\$ 25.00
9/21/2021	Encinal	1235	9/13/2021	Jae-Pyo Parik	\$ 25.00
9/21/2021	Encinal	2620	9/13/2021	M Claudette Carrille-Tyler	\$ 25.00
9/21/2021	Encinal	2510	9/13/2021	Arlene Okazaki	\$ 25.00
9/21/2021	Encinal	2554	9/13/2021	Zoe Jane Banchieri	\$ 25.00
9/21/2021	Encinal	3522	9/13/2021	Tania Araujo	\$ 25.00
9/21/2021	Encinal	122	9/13/2021	Yao Tong	\$ 25.00
9/21/2021	Encinal	2264	9/13/2021	Helen Lee	\$ 25.00
9/21/2021	Encinal	1798	9/13/2021	Linda Murphy	\$ 25.00
9/21/2021	Encinal	1189	9/13/2021	Karen Garcia	\$ 25.00
9/21/2021	Encinal	971	9/13/2021	Becky Jieyu Kong	\$ 25.00
9/21/2021	Encinal	152	9/13/2021	Sheri Hostetler	\$ 25.00
9/21/2021	Encinal	128	9/13/2021	Camille Danzi	\$ 25.00
9/21/2021	Encinal	1831	9/13/2021	Matthew Naclerio	\$ 25.00
9/21/2021	Encinal	1793	9/13/2021	Eve Alley	\$ 25.00
9/21/2021	Encinal	5873	9/13/2021	Steven Campbell	\$ 25.00
9/21/2021	Encinal	2372	9/13/2021	Ruby Wong	\$ 25.00
9/21/2021	Encinal	1873	9/13/2021	Steven Harris	\$ 25.00
9/21/2021	Encinal	880	9/13/2021	Lena Chu	\$ 25.00
9/21/2021	Encinal	1031	9/13/2021	Gunther Schneider	\$ 25.00
9/21/2021	Encinal	728	9/13/2021	Sharleen Goldfield	\$ 25.00
9/21/2021	Encinal	1903	9/13/2021	Randy Wong	\$ 25.00
9/21/2021	Encinal	1495	9/13/2021	Nathaniel Fennell	\$ 25.00
9/21/2021	Encinal	1379	9/13/2021	Lisette Carrillo	\$ 25.00
9/21/2021	Encinal	2358	9/13/2021	Julia Harris	\$ 25.00
9/21/2021	Encinal	2845	9/13/2021	KJ Chin	\$ 25.00
9/21/2021	Encinal	1076	9/13/2021	Julie McCalmont	\$ 25.00
9/21/2021	Encinal	1735	9/13/2021	Andrew Labatt	\$ 25.00
9/21/2021	Encinal	1605	9/13/2021	Judith Denery	\$ 25.00
9/21/2021	Encinal	6555	9/13/2021	Pamela Luo	\$ 25.00
9/21/2021	Encinal	3015	9/13/2021	Jason Toy	\$ 25.00
9/21/2021	Encinal	2285	9/13/2021	Jack Kotovsky	\$ 25.00
9/21/2021	Encinal	1020	9/13/2021	Kristin Heckman	\$ 25.00
9/21/2021	Encinal	1485	9/13/2021	Hoa Nguyen Bostrom	\$ 25.00
9/21/2021	Encinal	3729	9/13/2021	Cynthia Wondolleck	\$ 25.00
9/21/2021	Encinal	1331	9/13/2021	Emily Ross-Brown	\$ 25.00
9/21/2021	Encinal	2320	9/13/2021	Sara Wielandt	\$ 25.00
9/21/2021	Encinal	691	9/13/2021	Sara Amaden	\$ 25.00
9/21/2021	Encinal	3131	9/13/2021	Andrea Krautler	\$ 25.00
9/21/2021	Encinal	632	9/13/2021	Jana Henderson	\$ 25.00

9/21/2021	Encinal	1108	9/14/2021	Tomoko Brack	\$ 25.00	
9/21/2021	Encinal	2287	9/14/2021	Kimberly Woo	\$ 25.00	
9/21/2021	Encinal	6853	9/14/2021	Lynn Landry	\$ 25.00	
9/21/2021	Encinal	1243	9/14/2021	Sarah Hua	\$ 25.00	
9/21/2021	Encinal	4892	9/14/2021	Shannon Curley	\$ 25.00	
9/21/2021	Encinal	1083	9/14/2021	Sarah Quinn Noble	\$ 25.00	
9/21/2021	Encinal	1447	9/14/2021	Chiradip Narayan Mandal	\$ 25.00	
9/21/2021	Encinal	1407	9/14/2021	Kevin Scott Sikora	\$ 25.00	
9/21/2021	Encinal	3729	9/14/2021	Ronald Sellers	\$ 25.00	
9/21/2021	Encinal	2179	9/14/2021	Michelle Chew Wong	\$ 25.00	
9/21/2021	Encinal	1458	9/14/2021	Jennifer Crane	\$ 25.00	
9/21/2021	Encinal	482	9/14/2021	Blanche Kim	\$ 25.00	
9/21/2021	Encinal	206	9/14/2021	Vickie Lim	\$ 25.00	
9/21/2021	Encinal	1295	9/14/2021	John Wai Yi Ma	\$ 25.00	
9/21/2021	Encinal	1105	9/14/2021	Steven Huynh	\$ 25.00	
9/21/2021	Encinal	2416	9/14/2021	Esther Barajas Morales	\$ 25.00	
9/21/2021	Encinal	6133	9/14/2021	Donald Fallin	\$ 25.00	
9/21/2021	Encinal	717	9/14/2021	Patricia Sanchez	\$ 25.00	
9/21/2021	Encinal	2102	9/14/2021	Anand Krishnan	\$ 25.00	
9/21/2021	Encinal	1426	9/14/2021	William Phan	\$ 25.00	
9/21/2021	Encinal	4817	9/14/2021	Andrea Peto	\$ 25.00	
9/21/2021	Encinal	414	9/16/2021	Cate McManus	\$ 25.00	
9/21/2021	Encinal	1323	9/16/2021	Molly Baskette	\$ 25.00	
9/21/2021	Encinal	1210	9/16/2021	Mikyung Pustelnik	\$ 25.00	
9/21/2021	Encinal	147	9/16/2021	Li Luo	\$ 25.00	
9/21/2021	Encinal	2049	9/16/2021	Henny Huynh	\$ 25.00	
9/21/2021	Encinal	2608	9/16/2021	Demeter Lyoin Lamb	\$ 25.00	
9/21/2021	Encinal	1026	9/16/2021	Nancy Lee	\$ 25.00	
9/21/2021	Encinal	690	9/16/2021	Courtney Sloan	\$ 25.00	
9/21/2021	Encinal	244	9/16/2021	Nicole Battumur	\$ 25.00	
9/21/2021	Encinal	229	9/16/2021	Francine Bashan	\$ 25.00	
9/21/2021	Encinal	1162	9/16/2021	Justin Knoll	\$ 25.00	
9/21/2021	Encinal	1642	9/16/2021	Linda Gee	\$ 25.00	
9/21/2021	Encinal	195	9/17/2021	Erika Baptista	\$ 25.00	
9/21/2021	Encinal	276	9/17/2021	Raul Robles	\$ 25.00	
9/21/2021	Encinal	166	9/17/2021	Dung Lu	\$ 25.00	
9/21/2021	Encinal	152	9/17/2021	Joseph Scott Stack	\$ 25.00	
9/21/2021	Encinal	1528	9/17/2021	Sarah Kennedy	\$ 25.00	
9/21/2021	Encinal	1840	9/19/2021	Mary Fisher	\$ 25.00	
					\$ 3,025.00	
						\$ 8,497.40

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Bill Warrants and Payroll Registers

Item Type: Consent

Background: On a routine basis, all payments from the funds of the District are made by written order of the Board of Education. This requirement is provided under Education Code 42631.

Eighteen redactions were made where posting of that information would violate agreed upon confidentiality settlements. The District is posting all bills and warrants except for the ones that are redacted.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will reduce the available funds of each respective site/department budget by \$1,311,964.07.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Summary of Register	10/5/2021	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Measure I Contracts (Standing Item)

Item Type: Consent

Background: Alameda voters approved Measure I in November 2014, and the Bond Program Project Schedule: Option 5A was approved at the April 14, 2015 board meeting.

As the bond program schedule dictates, there will be various contracts to come before the Board for approval. Contracts may include construction bid contracts, architectural services contract addenda, specialists/consultants agreements, etc. Staff has created a standing board item to approve the bond program contracts to keep the bond program contracts separate from the approval of other contracts.

1. (Fund 21) Change Order No. 010 to Lease-leaseback contract between AUSD and Lathrop Construction Associates for an increase of \$223,148.00 and a new total of \$14,741,128.00. (Encinal)
2. (Fund 21) Change Order No. 014 to Lease-leaseback contract between AUSD and Lathrop Construction Associates for an increase of \$171,007.00 for a new total of \$28,481,307.00. (Encinal)

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Lathrop Construction Associates CO 010	10/6/2021	Backup Material
☐ Lathrop Construction Associates CO 014	10/6/2021	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Quarterly Report on Williams Uniform Complaints

Item Type: Consent

Background: The Board of Education's approval is needed by the Alameda County Office of Education on the quarterly reporting of complaints received under the Valenzuela/CAHSEE Lawsuit Settlement – Williams Uniform Complaints.

There were no Williams Uniform Complaints during the quarter ending September 30, 2021.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
▢	Quarterly Report: Williams Uniform Complaints_July 1-September 31, 2021	10/5/2021	Backup Material



**ALAMEDA COUNTY
OFFICE OF EDUCATION**
L. K. Monroe, Superintendent

Quarterly Report on *Williams* Uniform Complaints

[Education Code § 35186]

District: _____

Person completing this form: _____ Title: _____

Quarterly Report Submission Date:

(check one and include year)

☐ October (for July-Sept)

☐ January (for Oct-Dec)

☐ April (for Jan-Mar)

☐ July (for Apr-June)

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Print Name of District Superintendent

Signature of District Superintendent

Date

Please email the completed form to Sierra Falcon, Administrative Assistant
ACOE – 313 W. Winton Ave., Hayward, CA 94544-1136 | E-MAIL: sfalcon@acoe.org

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Special Education Local Plan Area Master Contracts

Item Type: Consent

Background: Alameda Unified School District's Special Education Department contracts with non-public schools and non-public agencies to provide services to AUSD students under SELPA (Special Educational Local Plan Areas) agreements.

(Fund 01) Agreement between AUSD and the Stepping Stones Group for a total value of \$86,240.00..

(Fund 01) Agreement between AUSD and Deborah Burns-McCloskey for a total value of \$5,592.00.

(Fund 01) Agreement between AUSD and Elizabeth Osono for a total value of \$5,400.00.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): \$97,232.00

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
☐ SELPA Contracts 10.12.21	10/5/2021	Backup Material

Meeting Date: October 12, 2021

Item Title: Approval of Special Education Local Plan Area Contracts

Each year, Alameda Unified School District's Special Education Department prepares "Master Contracts" that allocate funds for its ongoing annual services provided to AUSD students under SELPA (Special Education Local Plan Area) agreements.

In order to protect confidential student information, the contracts for non-public schools and non-public agencies related service providers listed below will be maintained in the Special Education Department for board members and public review.

- | | |
|------------------------------------|-------------|
| • The Stepping Stones Group (SLPA) | \$86,240.00 |
| • Deborah Burns-McCloskey (IEE) | \$5,592.00 |
| • Elizabeth Osono (IEE) | \$5,400.00 |

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Tentative Agreement between Alameda Unified School District (AUSD) and California School Employees Association, Chapter 27 (CSEA 27) for Successor Agreement Articles 3, 6, 12, and 15

Item Type: Action

Background: California School Employees Association, Chapter 27 (CSEA 27) and AUSD are currently in the process of negotiating a Successor Agreement. At this time the parties have tentatively agreed to the articles presented in this item. Subsequently, they have been agreed to by the membership of CSEA 27. AUSD staff brings these articles to the board for approval, so that the agreed to language may go into effect.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Other
Staff recommends approval.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Timothy Erwin, Chief Human Resources Officer

ATTACHMENTS:

Description	Upload Date	Type
□ CSEA Successor Agreement	10/8/2021	Backup Material

SUMMARY OF TENTATIVE AGREEMENT WITH CSEA #27 AND AUSD ON SUCCESSOR AGREEMENT ARTICLES

The parties are currently negotiating a Successor Agreement. It is in the interest of both parties to submit these currently agreed to articles for approval as we continue to negotiate the remaining articles.

Article 3 Association Rights

- Added language to establish procedures for new employee orientations.
- Created a Para Labor / Management committee.
- Cleaned up language to be gender neutral.

Article 6 Hours and Overtime

- Added clarifying language regarding the hiring of paras for Summer School / Extended School Year.

Article 12 Health and Welfare – Benefits Administration

- Added language to clarify the Open Enrollment period for the Compensation in Lieu of Medical Benefits section.

Article 15 Leaves

- Added language concerning Quarantine Absence.
- Cleaned up language to be gender neutral.

Appendix G Job Reclassification

- Created a new process for employees who want to seek a job reclassification.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Elementary and Secondary School Emergency Relief Fund (ESSER) III Expenditure Plan

Item Type: Consent

Background: The American Rescue Plan Act allocated \$7,132,470 in COVID relief funds to the Alameda Unified School District. These Elementary and Secondary School Emergency Relief Funds are commonly referred to as ESSER III funds. ESSER III funds must be used by the deadline of September 30, 2024.

As part of receiving ESSER III funds, the District must develop a plan to explain how it intends to use its ESSER III funds to address student's academic, social, emotional, and mental health needs, as well as making school facility repairs and improvements to reduce risk of virus transmission and exposure to environmental health hazards. The plan must be approved by the Board of Education by October 29, and submitted to the Alameda County Office of Education within 5 day of the Board action.

The District presented its plan to spend various COVID relief funds to the Board of Education on May 11, 2021. The District's strategy is to use various one-time COVID relief funds in a comprehensive manner to provide educational services on a consistent basis through June 30, 2024. The District is also using ESSER III funds to improve ventilation systems and purchase personal protective equipment.

Attached files contain expenditure details and the ESSER III plan. Staff recommends Board approval.

****Note: Esser III Plan to be uploaded by 5:00pm Friday, October 8.***

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): \$7,132,470.00

Recommendation: Approve as submitted.

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Esser III Plan Expenditure Details	10/6/2021	Backup Material
☐ Esser III Expenditure Plan	10/8/2021	Backup Material

ESSER III Expenditure Details				
Expenditure Details	2021-22	2022-23	2023-24	Comments
Program Manger - Assessment	Paid for by ELOG funds	\$ 160,000	\$ 160,000	
Secondary Counselors	Paid for by ELOG funds	\$ 384,000	\$ 384,000	
Teacher on Special Assignment for Special Education	\$ 120,000	\$ 120,000		
Summer School	\$ 200,000	\$ 200,000	\$ 504,692	Additional \$1.3 million using ELOG funds
Mental Health Services		\$ 300,184		Additional \$300K using ELOG funds
COVID-19 Testing staff	\$ 785,696			
Contracted Nurse	\$ 150,000			
Personal Protective Equipment	\$ 300,000			
Alameda High HVAC	\$2,410,808			
HVAC supplies	\$ 120,000	\$ 120,000	\$ 120,000	
Outdoor lunch tables	\$ 85,000			
Indirect Charge	\$ 319,954	\$ 98,497	\$ 89,639	
Total per Year	\$ 4,491,458	\$ 1,382,681	\$ 1,258,331	
Total over 3 years			\$ 7,132,470	

Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Alameda Unified School District	Kirsten Zazo Chief Student Services Officer	kzazo@alamedaunified.org (510) 337-7000

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

The quick turnaround time on this funding leaves us to rely on the significant engagement our district has done over this extremely challenging year with staff and stakeholders alike. Through almost 30 community-wide townhalls since March of 2020 on a variety of topics, our district has collected significant qualitative and quantitative data from our community through these forums as well as multiple surveys. Additionally, pre-existing needs assessments in the area of mental health and special education also form the foundation of needs and challenges relative to those areas of work that have only been exacerbated through the pandemic. Virtual meetings were held with all grade level teachers at elementary and by school for secondary in late December and early January. While these meetings were not explicitly tied to this funding as these options were not yet announced, the general instructional and social emotional needs of students were addressed regularly in these discussions.

A description of how students will be identified and the needs of students will be assessed.

Globally, AUSD has tracked student progress at all grade levels throughout the pandemic using adaptive and formative STAR assessments for mathematics and literacy. Additionally, AUSD's plan to allocate nearly 25% of the ELOG grant to school site leadership will ensure that in addition to global indicators like common assessments, site-based teacher teams and coordination of services teams (COST) along with principals and site councils can make better and more customized decisions relative to the needs of students in their direct care. AUSD has set general parameters for how that money can be used -direct services via small groups, extended time, etc.; however, we must trust that the familiarity of our staff with the needs of their kids will lead to more effective decisions about what types of specific supports specific students need and what levels of concentration those services should be delivered in.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

With more broad scale, district-initiated investments like expanded summer school, the district will send out community communications through multiple modalities, and also ensure that the same information is also sent through the often more reliable and accessed channels of communication that principals use. For individual school sites, the opportunities created with the school-site allocations will be conveyed broadly by principals and, to individual families, by teachers, intervention and support coordinators, and special education staff where applicable or where there are clear and evident needs.

A description of the LEA's plan to provide supplemental instruction and support.

Broadly our plan will address the dual needs of both academic skills and learning as well as social and emotional wellness needs. On the academic side, our plan includes tripling the number of in-person seats we are offering this summer TK-12, and again, putting 1.3 million dollars across school sites to address, as specifically as possible, areas of growth and need for students as observed by the staff that works with our kids most intimately.

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	\$2,831,760	
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	0	
Integrated student supports to address other barriers to learning	\$1,655,564	
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports		

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility		
Additional academic services for students	\$577,469	
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	\$120,000	
Total Funds to implement the Strategies	\$5,184,793	

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

In some of the cornerstone investments we are making with ELO dollars, we are integrating federal funds to be able to extend the increase in supports and services we are offering post-COVID through school year 23-24. This is most visible in our plan to reduce counselor to student ratios at secondary schools in year 1 with ELO and then extend that service for another two years with federal dollars. Elsewhere our mental health services contracts supported with ELO will similarly extend through 23-24 with additional federal funding.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code (EC)* Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact
ELOGGrants@cde.ca.gov or <mailto:lcff@cde.ca.gov>

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.

- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: Safe Schools Week, October 17-23, 2021

Item Type: Consent

Background: The week of October 17-23 is National Safe Schools Week (NSSW).

National Safe Schools Week provides an opportunity to empower students to keep their schools safe by encouraging them to speak up against school violence which also includes bullying. Tonight the Board of Education reaffirms its anti-bullying stance and proclaims October 17-23, 2021 as Safe Schools Week in Alameda.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #4 - Parental involvement and community engagement are integral to student success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ Proclamation: Safe Schools Week	10/5/2021	Backup Material

PROCLAMATION
Safe Schools Week
October 17-23, 2021

WHEREAS, Safe Schools Week is about raising awareness of the urgent need to keep our schools and communities free from violence; and

WHEREAS, nearly one million high school students in America take a weapon to school at least once every 30 days; and

WHEREAS, according to a report entitled *Indicators of School Crime and Safety* by the National Center for Education Statistics, about 32 percent of students reported being bullied at school; and

WHEREAS, bullied students are more likely to suffer from anxiety and depression, health problems, and mental health problems; and

WHEREAS, the goal of the week is to raise awareness of effective ways to keep children safe in the classroom, on the playground, and on the computer;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District Board of Education recognizes October 17-23, 2021 as Safe Schools Week.

PASSED AND ADOPTED this 12th day of October, 2021.

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On June 22, 2021, for FY 2021-2022 the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Assistant Superintendent of Educational Services (formerly Chief Student Services Officer), Assistant Superintendent of Business Services (formerly Chief Business Officer), and Assistant Superintendent of Human Resources (formerly Chief Human Resources Officer).

Resolution Number 2020-2021.68 further limited the delegation to expenditures of less than \$96,700 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.

The following contracts are presented for ratification:

1. (Fund 01) Order Form between AUSD and Varsity Tutors for Schools LLC. for an hourly price of \$175.00 and a total of \$33,600.00.
2. (Fund 01) Amendment No. 1 to Professional Services Agreement between AUSD and ALC Schools for an increase of \$55,000.00 and a new total of \$95,000.00.
3. (Fund 01) Service Agreement between AUSD and Sable Computer, Inc. doing business as KIS for a total cost of \$31,200.00.
4. (Fund 01) Professional Demographics Consulting Services Agreement between AUSD and Davis Demographics & Planning, Inc. for a yearly rate of \$16,800.00 and a three year term totaling \$50,400.00.
5. (Fund 01) Amendment No. 3 to Professional Services Agreement (Teachers) between AUSD and 360 Degree Customer Inc. for an increase of \$159,456.00 and a new PSA value of \$806,376.00.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
▣ Varsity Tutors	10/5/2021	Backup Material
▣ ALC Schools	10/5/2021	Backup Material
▣ KIS	10/5/2021	Backup Material
▣ Davis Demographics	10/5/2021	Backup Material
▣ 360 Degree Customer Inc	10/8/2021	Backup Material



Varsity Tutors for Schools LLC
101 S. Hanley Rd
Suite 300
St. Louis, MO 63105

ORDER FORM

Effective Date: September 23, 2021

CUSTOMER INFORMATION	BILLING INFORMATION
Customer: Alameda Unified School District Address: 2060 Challenger Drive Alameda, CA 9450	Contact Name: Accounts Payable Billing Address: 2060 Challenger Drive Alameda, CA 9450 Email Address: accounts payable@alamedaunified.org Purchase Order No.:

OFFERING	TOTAL HOURS	LEARNERS	PRICE	TOTAL	ADDITIONAL HOURS
K-12 1:5 SMALL GROUP TUTORING	192	60	\$175 / hour	\$33,600	\$175 / hour

PAYMENT TERMS
Payment is due 45 days after signature.

ADDITIONAL TERMS
Initial Term: October 1, 2021 – June 30, 2022 Additional Hours: Additional hours may be purchased during the Initial Term at Customer's request through an additional Order Form at the rates provided above. This Order Form is entered into by and between the Customer, identified above, and Varsity Tutors for Schools LLC, a Missouri limited liability company ("Varsity") as of the Effective Date. This Order Form will only be valid and binding upon execution by both parties. The Terms for Education Offerings attached hereto constitute a part of this Order Form and are incorporated herein.

ACCEPTED & AGREED	
Varsity --Customer--	Customer --Varsity--
Signature: <i>Christopher C Swenson</i>	Signature: <i>Kirsten Zazo</i> <small>Kirsten Zazo (Sep 30, 2021 11:33 PDT)</small>
Name: Christopher C. Swenson	Name: Kirsten Zazo
Title: Chief Legal Officer	Title: Assistant Superintendent
Date: 09 / 30 / 2021	Date: 09/30/2021

Terms for Education Offerings

IMPORTANT - PLEASE READ CAREFULLY. THESE TERMS FOR EDUCATION OFFERINGS ("**TERMS**") CREATE A BINDING LEGAL AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU CANNOT USE THE SERVICES (AS DEFINED BELOW) AND YOU SHOULD NOT ACCEPT OR EXECUTE AN ORDER FORM OR ANY OTHER AGREEMENT THAT INCORPORATES THESE TERMS.

If you are accepting these Terms on behalf of a School, you represent that (i) you are capable of entering into binding contracts, and (ii) you have the right, authority, and capacity to enter into these Terms on behalf of the School.

PLEASE NOTE: THESE TERMS LIMIT OUR LIABILITY IN SECTION 11, BELOW.

1. Definitions.

"Administrators" means the users authorized by School to access the administrator accounts that will manage the Education Offerings on behalf of School.

"Education Offerings" means the tutoring services, courses, and other offerings provided by Professionals to School through use of the Platform.

"End Users" means Administrators and Learners.

"Initial Term" means the initial term for the Services as specified in the Order Form.

"Learners" means the learners and students authorized by School to use the Platform to receive Education Offerings.

"Order Form" means an order form or other agreement for Education Offerings executed by School and Varsity which incorporates these Terms.

"Platform" means Varsity's platform, websites, applications, and other services provided by Varsity in connection with the Education Offerings.

"Professionals" means the tutors, instructors, experts, educators, and other professionals providing Education Offerings to Learners through use of the Platform.

"School" means the entity or individual that has accepted these Terms in order to receive Education Offerings.

"School Data" means all personal data of Learners that, alone or in combination, is linked or is linkable to a specific Learner.

"School Materials" means the materials and content provided or transmitted through the Platform by School and its End Users.

"Varsity" means Varsity Tutors for Schools LLC, a Missouri limited liability company with offices at 101 South Hanley Road, Suite 300, St. Louis, MO 63105.

2. The Services.

Varsity facilitates the connection between Professionals and Learners through a variety of Education Offerings on a curated Platform as further described herein. These Terms govern the use of the Platform and the Education Offerings (collectively, the "**Services**") by School and its End Users pursuant to an Order Form. During the Initial Term, Varsity shall provision the Services in accordance with the Order Form and these Terms. In the event of any conflict or inconsistency between these Terms and an Order Form, the Order Form shall control.

Each Order Form shall include, as applicable, a description of the Education Offerings, the number of Learners authorized to use the Services, the prices for the Education Offerings, and the fees payable by School for the Education Offerings (the "**Service Fee**"). School shall be responsible for its allocation of the Education Offerings to Learners in accordance with the Order Form. During the Initial Term, School may reallocate unused Education Offerings at School's discretion in accordance with the pricing provided in the Order Form, provided that any changes to previously-scheduled Education Offerings must be made at least twenty-four (24) hours prior to such Education Offering.

When Varsity provides general updates to the Services, Varsity agrees to provide such updates to School. Varsity may make reasonable enhancements and modifications to the Services at any time and without notice, provided that Varsity will use reasonable efforts to notify you of material changes and changes that Varsity reasonably anticipates will negatively impact your use of the Services.

3. School's Responsibilities.

School may only use the Services in accordance with the Order Form and these Terms. School is responsible for the activities of End Users, including, without limitation, any School Materials provided by such End Users. School will promptly notify Varsity upon learning of any unauthorized use or access of the Services. School shall ensure that its End Users abide by the Terms and all applicable laws.

School and the End Users shall not use the Services: (a) to transmit or upload material that (i) infringes upon the intellectual property rights of any third party, or (ii) is obscene, defamatory, or illegal; (b) in a manner which is illegal or otherwise violates any applicable law or regulation; (c) to knowingly or negligently cause harm to the Platform, compromise the security or integrity of the Platform, or exceed the authorized use or access of the Platform, including, without limitation, the transmission or use of bots, viruses, worms, and malware; (d) for unauthorized or competitive purposes, including, without limitation, reverse engineering, modifying, or copying the Services or creating derivative works of the Services. School understands that Varsity may suspend an End User's access if Varsity reasonably believes such End User is in violation of the Terms.

To the extent School uses the audio and video recording capabilities of the Platform, School is responsible for ensuring that its use of such recording capabilities complies with all applicable laws and School will be responsible for providing all necessary disclosures and obtaining all necessary consents for such recordings.

4. Fees and Payment.

Payment of the Service Fee is due in accordance with the Order Form. Varsity may suspend School's access to the Services in the event that any Service Fee remains past due five (5) business days after Varsity provides written notice of such past due amount to School. The Service Fee does not include taxes. School shall be responsible for all taxes applicable to School's use of the Services, excluding taxes based upon Varsity's income. If School is exempt from taxes, School will provide an exemption certificate upon request.

If the Order Form includes optional rates for additional purchases of Education Offerings, such additional purchases may be made at any time during the Initial Term through the execution of a mutually agreeable additional Order Form. Varsity agrees to honor any rates for additional purchases by School that are specified in the Order Form for the duration of the Initial Term of such Order Form.

Once an Educational Offering is scheduled, it may only be cancelled by School by providing Varsity with notice of cancellation at least twenty-four (24) hours in advance of the scheduled time for such Education Offering. In the event School cancels a previously-scheduled Education Offering on less than twenty-four (24) hours' notice or the Learner does not attend such Education Offering, School is required to pay the Service Fee for such previously-scheduled Education Offering. School is not required to pay for Education Offerings that are cancelled by the Professional and School will receive a credit for any prepaid Education Offerings cancelled by the Professional.

Except in the event of School's termination for Varsity's breach in accordance with Section 5, the payment obligations of School and the Service Fee are non-refundable and non-cancelable.

5. Term and Termination.

Each Order Form hereunder shall remain in place for the duration of the Initial Term. Either party may terminate these Terms or an Order Form hereunder in the event that the other party is in breach of its obligations thereunder and such breach is not cured within thirty (30) days from receipt of written notice. School may terminate the Order Form for convenience upon thirty (30) days' written notice. In the event of School's termination due to Varsity's breach, Varsity shall provide a prorated refund to School for any prepaid Education Offerings that have not been provided prior to termination.

Upon termination or expiration of the Order Form, (a) Learners will no longer be able to access or receive the Education Offerings, and (b) School will no longer have access to the Platform. Sections 3, 4, 6, 7, and 9 through 12 of the Terms shall survive any termination or expiration of an Order Form.

6. Confidential Information.

Each party acknowledges that it may receive information of a confidential or proprietary nature disclosed by the other party in connection with the Services ("**Confidential Information**"). The party receiving the Confidential Information (the "**Receiving Party**") shall use reasonable efforts to maintain as confidential the Confidential Information disclosed by the other party (the "**Disclosing Party**") and will only use and disclose such Confidential Information as necessary in connection with the Services. The Receiving Party may only disclose the Confidential Information to its employees, agents, and contractors who are obligated to abide by obligations of confidentiality and have a need to know such information in connection with the Services.

Confidential Information excludes any information to the extent such information: (a) is or becomes available to the public; (b) is disclosed to the Receiving Party by a third party without an obligation of confidentiality; (c) is independently developed by or for the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is required to be disclosed pursuant to applicable laws or regulations, rules of any stock exchange, or by order of a court or other government authority, provided that the Receiving Party will use reasonable efforts to provide the Disclosing Party with prior notice of such requirement unless such notice is prohibited by law.

7. School Data.

As between the parties, School owns all School Data. School and Varsity shall process School Data in compliance with all privacy laws applicable to School Data, which may include, without limitation, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act (collectively, "**Privacy Laws**"). In accordance with the requirements of the Family Educational Rights and Privacy Act, Varsity shall be considered a school official with a legitimate educational interest in the School Data. Varsity shall only collect and use School Data for purposes of providing the Services to School and for no other commercial purpose, and School hereby consents to the foregoing. School represents and warrants that it has obtained and provided all necessary consents and notices that are required under Privacy Laws in order to allow the use of the Services by Learners, including, without limitation, the use and disclosure of School Data as contemplated herein, which may include parental consent for children under age thirteen (13), where applicable.

Varsity will ensure the security of School Data by using commercially reasonable electronic and physical safeguards that are appropriate for the School Data. In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, School Data (a "**Security Incident**"), Varsity shall notify School without undue delay upon learning of such Security Incident. Except to the extent that the Security Incident arises from the acts or omissions of School, Varsity will, at School's request or direction, provide reasonable assistance and cooperation to School as may be required under Privacy Laws to investigate and remediate a Security Incident.

The use of the Services is governed by Varsity's Privacy Policy, available online at: <https://www.varsitytutors.com/privacy>, (the "**Privacy Policy**"). To the extent of any conflict between these Terms and the Privacy Policy, the Terms shall control. The Privacy Policy includes a listing of the categories and types of School Data that may be provided by School. The parties agree that School Data excludes (a) anonymized or aggregated data, and (b) information collected by Varsity outside of the Educational Offerings, and School understands that Varsity may use and maintain such data for its own purposes, including, without limitation, analytics and development purposes, and in accordance with its Privacy Policy.

Within ninety (90) days from expiration or termination of the Order Form, Varsity will delete all School Data from Varsity's systems except to the extent Varsity is required to retain School Data under applicable law. School shall be responsible for maintaining any School Data that it is required to maintain after termination or expiration of the Order Form.

8. Intellectual Property.

Except as expressly stated herein, neither party transfers any intellectual property rights to the other party. As between the parties, Varsity owns all intellectual property rights in the Services. If School provides its logo, trademarks, or other intellectual property for purposes of branding the Services, School permits Varsity to use such materials provided by School for the purpose of providing the Services. Neither party may use the name, logo, or trademarks of the other party in any marketing materials or advertising without such party's prior consent.

9. Disclaimer of Warranties.

VARSITY MAKES NO WARRANTY OR REPRESENTATION THAT THE ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. VARSITY HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, NON-INFRINGEMENT, AND QUALITY, UNLESS PROHIBITED BY LAW. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. VARSITY DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES.

10. Indemnification.

The undersigned agrees to defend, indemnify and hold harmless the Alameda Unified School District, its Board of Trustees, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any negligent acts of Varsity or Varsity's officers, agents, employees and volunteers.

The Alameda Unified School District agrees to defend, indemnify and hold harmless Varsity, its officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise from any negligent acts from or during or be alleged to be caused by the Alameda Unified School District, its Board of Trustees, officers, agents and employees, volunteers.

11. Limitation of Liability / Insurance.

IN NO EVENT WILL VARSITY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR

TRANSMITTED BY THE PLATFORM, OR SERVICE INTERRUPTIONS) ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM, THE SERVICES, OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF VARSITY FOR ALL DAMAGES, LOSSES, CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY SCHOOL UNDER THE APPLICABLE ORDER FORM. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Both parties, at their own expense, procure and maintain in full force at all times during the term of this Agreement the following coverage:

- i. **Cyber:** secure and maintain for the duration of the contract Cyber Liability Insurance to insure cyber exposures, with limits of One Million Dollars (\$1,000,000) per occurrence.
- ii. **General Liability:** secure and maintain for the duration of the contract General Liability insurance, with limits of One Million Dollars (\$1,000,000) per occurrence.

Both parties shall provide documentation showing coverage as requested.

12. Miscellaneous.

(a) Neither party shall be responsible for any delay, default, or failure to perform to the extent arising from circumstances beyond its control, including, without limitation, acts of God, natural disasters, the action or inaction of a third party government authority, changes to laws or regulations, labor or contractor strikes or shortages, or acts of civil disobedience, terrorism, or war, or epidemic, quarantine/shelter in place order, or any other occurrence which is beyond the reasonable control of the parties, when evidence thereof is presented to the other party.

(b) This Agreement is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

(c) If any provision herein is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of these Terms and the parties shall negotiate in good faith a new provision to replace the invalid or non-binding provision that has, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the content and purpose of the Terms.

(d) These Terms and the Services shall not constitute a joint venture, partnership, or agency between the parties and the parties agree that Varsity is acting as an independent contractor hereunder. Neither party shall have the right to make any warranty or representation to such effect or to otherwise bind the other party. In addition, School understands that Professionals on the Platform are independent contractors and Professionals have their own teaching styles, manner, means, and methods of tutoring and/or instruction. Each Professional is responsible for coordinating with School to determine the curriculum, content, lesson plans, and scheduling or coordination of the Education Offerings. Neither Varsity nor School will be responsible for the conduct of any Professional and neither will be liable for any claim, injury, or damage arising in connection with any Education Offering provided by a Professional to Learner. If a Learner is unsatisfied with the results, outcomes, or the particular services provided by the Professional, the Platform allows the Learner to engage with another Professional.

(e) School acknowledges and agrees that these Terms and the Services do not confer any benefits to any third party and there are no third party beneficiaries hereto.

(f) The delay or failure of either party in exercising any right or obligation herein shall not be construed as a waiver thereof. The Terms may only be waived in writing signed by the parties hereto.

(g) These Terms in conjunction with the California School Data Privacy Agreement, when executed by Varsity, constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and any and all prior agreements, understandings, and representations related to the subject matter hereof, are hereby terminated and canceled in their entirety and are of no further force and effect.

(h) Any and all notices provided hereunder shall be in writing or by electronic transmission. Notices to School may be sent by email to Administrators. Notices to Varsity may be sent by email to corporate@varsitytutors.com or in writing to Varsity Tutors for Schools, 101 S. Hanley Rd., Suite 300, St. Louis, MO 63105, Attn: Chief Legal Officer.

(i) School acknowledges that these Terms and the Order Form are not assignable by School without Varsity's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation of these Terms shall be null and void.

(j) Agreement Contingent on Governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

(k) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

TITLE	2021.09.30 Alameda Unified School District Order Form
FILE NAME	2021.09.30 Alamed...ct Order Form.pdf
DOCUMENT ID	7b334a040d9ad2329cd2c131b79cb5836d206924
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

09 / 30 / 2021
19:57:41 UTC

Sent for signature to Christopher C. Swenson
(chris.swenson@varsitytutors.com) from
corporate@varsitytutors.com
IP: 96.35.4.244



VIEWED

09 / 30 / 2021
20:06:00 UTC

Viewed by Christopher C. Swenson
(chris.swenson@varsitytutors.com)
IP: 207.5.14.125



SIGNED

09 / 30 / 2021
20:06:40 UTC

Signed by Christopher C. Swenson
(chris.swenson@varsitytutors.com)
IP: 207.5.14.125



COMPLETED

09 / 30 / 2021
20:06:40 UTC

The document has been completed.



ALAMEDA UNIFIED
SCHOOL DISTRICT

PROPOSAL FOR
DEMOGRAPHIC STUDY

WITH OPTIONAL

ATLAS INTERACTIVE PORTAL

INCLUDED WITH A MULTI-YEAR CONTRACT

Submitted by





COVER LETTER

Mr. Shariq Khan
Chief Business Officer
Alameda Unified School District

Dear Mr. Khan:

We are pleased to submit a proposal for an UPDATED comprehensive Demographic Study that includes our exceptional study forecasts by residency. We also have a new deliverable that we are offering with multi-year contracts.....see the following page for information about our new ATLAS Interactive Portal. We are immensely excited about Atlas! No other Demographer offers an easy-to-use, interactive portal that will bring a wealth of data and information to your fingertips.

Helping school districts achieve exceptional planning is what we do, it's been our lifeblood for 28 years. We would be pleased to be of service once again to Alameda USD.

Sincerely,



Ken Ward
Davis Demographics



NEWEST DELIVERABLE!

Davis Demographics is proud to have the industry's most advanced and innovative communication and reporting for your demographic study.



ATLAS is included with a 3-year Consulting Agreement

The Atlas provides you with data from your project as it is created by Davis Demographics' staff well before the final report is ready. For the first time, you can interact with your data, verify it, ask questions, and explore the district with the eyes of a demographer.

To view a sample Atlas, please type this link into a web browser or click the link and use the login credentials below when prompted to sign into ArcGIS Online.

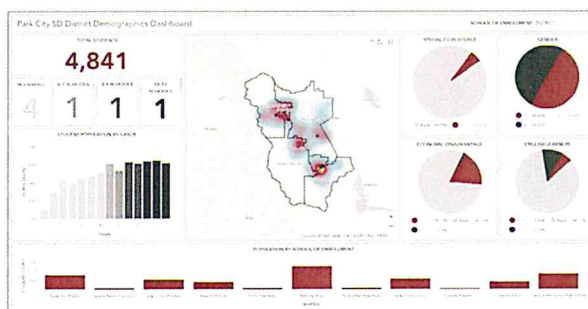
URL

tinyurl.com/4z24b38y

ArcGIS Online Credentials

Username: DavisPortal

Password: 265portal265



Your Atlas will be loaded with student, demographic, economic, housing, and many other types of data. This data will be presented in maps, tables, charts, and several dashboards (imagine the Johns Hopkins COVID dashboard we all saw in 2020 but with data about Alameda Unified School District). Your Atlas is also a communications tool between you and your Davis Demographics team. You can see the status of the project, schedule an appointment with the team, send a message, upload and verify data, and learn about Davis' methodology. All of the data and reporting about your facilities, district transfers, projections, housing and so much more will be prepared for you in the Atlas.

Your staff will be able to benefit from the data and analysis for the project well before the final report goes to the district leadership and governing board in early 2022. The benefits of your investment could start as early as Fall 2021.

**PROFESSIONAL DEMOGRAPHICS CONSULTING SERVICES
AGREEMENT**

Alameda Unified School District

2060 Challenger Drive
Alameda, CA 94501
TEL: (510)337-7000

and

Davis Demographics & Planning, Inc.

11850 Pierce Street #200, Riverside, CA 92505
TEL: (951)270-5211 FAX: (951)270-5212

This Agreement is made by and between Davis Demographics & Planning, Inc., a California Corporation, (hereinafter referred to as "DDP") and the Alameda Unified School District (hereinafter referred to as "DISTRICT") with reference to the following:

The DISTRICT has requested professional services in demographic analysis, enrollment forecasting, facilities planning, committee and public meeting support, geographic information system (GIS) data development, GIS software, training or other services as requested.

Therefore, it is agreed between the parties hereto, as follows:

SECTION ONE - SERVICES OF DDP

DDP shall perform consulting services and/or provide licenses to software products as outlined in Appendix A of this Agreement. Any additional work not specifically listed under Appendix A and requested by the DISTRICT will be performed at an agreed upon fee through an additional project authorization and shall be governed by the terms of this Agreement.

This Agreement will not take effect and DDP will have no obligation to provide services, until the DISTRICT returns a signed copy of this Agreement and furnishes payment of the initial Retainer Fee set forth in Section Six below.

SECTION TWO - PERIOD OF PERFORMANCE

Performance of consulting services outlined in Appendix A shall be on an annual basis commencing upon the later date this Agreement is signed by both parties through June 30, 2022 and in the event of a multiple year agreement, consulting services shall continue through June 30th of each subsequent year of a multiple year Agreement.

SECTION THREE - OBLIGATIONS OF THE DISTRICT

- A) DISTRICT agrees that its employees will cooperate with DDP in the performance of services under this Agreement and will be available for consultation with DDP at reasonable times.
- B) DISTRICT shall provide, at no cost to DDP, DISTRICT data which are requested DDP and required for providing the services of this Agreement.
- C) DISTRICT shall aid DDP in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the completion of the work outlined in this Agreement.

SECTION FOUR - LIMITATIONS

- A) DDP understands that time is of the essence in completing the work outlined in this Agreement. However, DISTRICT understands that DDP may be dependent upon the timely delivery of data from the DISTRICT as well as third parties and that all tasks may not be completed in the allotted time as may be specified in this Agreement, but will make all reasonable efforts to complete all tasks.
- B) DISTRICT understands that the work performed by DDP is based upon the best information available to DDP at the time of rendering services. DISTRICT also understands that DDP makes no guarantees for these services and DISTRICT hereby agrees.
- C) DISTRICT understands that the mapping databases and associated information licensed from third parties in the performance of this Agreement are detailed and complex products. DDP will make all reasonable efforts to bring these databases and products into compliance for accuracy standards within the industry, however DDP makes no warranties for these third-party data products and DISTRICT hereby agrees.

SECTION FIVE - GENERAL PROVISIONS

This Agreement is a contract for services including the licensing of any optional software. Software licensed as part of this Agreement is/are subject to the software license terms outlined in the Appendices of this Agreement.

All report formats and software application programs remain the property of DDP. The DISTRICT may make as many duplicates of any hardcopy maps and reports as may be deemed necessary for its business use. Unless clearly stated in this Agreement, due to various data licensing and copyright agreements, the DISTRICT does not receive automatic access or use of any internal data or GIS map data, other than the DISTRICT's own student record data provided to DDP. If data is made available and transferred to the DISTRICT, it is expressly understood that such data developed by DDP, and/or licensed from, an outside data provider is for DISTRICT internal use only, and may not be reproduced, distributed or released by the DISTRICT to any third parties without the written consent of DDP and the data provider.

DDP is acting as, and shall be considered, an independent contractor, and will be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and DDP or any of DDP's agents or employees. DDP assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. DDP, its agents and employees, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

SECTION SIX - COMPENSATION

Twenty-five percent (25%) of the consulting contract amount is due as a Retainer Fee upon execution of this Agreement and will be invoiced by DDP and is payable before substantial work will commence. This fee is non-refundable indicating a commitment by DDP staff to be available to complete any work outlined or requested as part of the Agreement. Initial hours and expenses incurred will be applied to this Retainer Fee amount. Once the Retainer Fee has been reached, compensation to DDP shall be made at an hourly rate of \$170.00 with a maximum fee for tasks to be completed as outlined in Appendix A.

DDP shall invoice DISTRICT on a monthly basis at which time such invoices shall be due and payable. DDP reserves the right to charge interest at the rate of 10 percent per annum, on the unpaid balance, compounded annually (to the extent permitted by the law) on any sums not paid within 90 days of the initial billing date.

Professional services tasks outlined in Appendix A and their associated fees are for estimate purposes only within the total scope of the Agreement—task fees are not individual maximum fees—DDP retains the right to shift fees between the tasks in order to complete the overall scope of work outlined in the Agreement.

If this Agreement is for multiple years, each additional year will be handled in the same manner as the first year, with the Retainer Fee of 25% of each year's contract amount invoiced and due on July 1st.

Any additional services not specifically outlined in this Agreement shall be invoiced at the hourly fee noted above. Any meetings not specifically outlined in this Agreement shall be invoiced at the hourly fee (inclusive of travel time to and from any meeting) plus any airfare and \$275 per diem travel expenses (for overnight trips or any trips requiring air travel).

SECTION SEVEN - TERMINATION

It is understood and agreed that the DISTRICT may terminate this Agreement for the DISTRICT's convenience and without cause by giving DDP written notice at least thirty (30) days before the effective date of such termination. Upon termination, DDP shall:

- 1) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- 2) Transfer to the DISTRICT (to the extent allowed under Section Five of this Agreement) and deliver, in the manner, at the times and to the extent directed by the DISTRICT, the work in process on the effective date of the Notice of Termination.
- 3) Require Payment

The amount due DDP upon receipt of termination notice shall be payment for all work completed including:

- a) The Retainer Fee (representing commitment of resources/personnel and lost opportunity for profit);
- b) payment at the hourly rate specified in this Agreement for all time spent over the Retainer Fee towards the performance of this Agreement up until the receipt of notice of termination;
- c) payment for all expenses incurred by DDP in the performance of this Agreement, including, but not limited to, mapping and other purchased or licensed data;
- d) in the case of a multiple year Agreement, additional Retainer Fees of 25% of the annual consulting contract amount for each year of the Agreement not completed shall be due, as an early termination convenience to compensate for commitment of staff, multiple year discount offered, and lost profit opportunity.

SECTION EIGHT – RENEWAL

If agreed to in writing by both parties no less than 30 days prior to the expiration of this Agreement, the Agreement may be renewed for the same period of performance (number of years as originally agreed to), for the same consulting services scope and fee as outlined in Appendix A, and under all of the same terms and conditions. Software licenses are subject to separate renewal as outlined in the software license agreements.

SECTION NINE – NONHIRE OF DDP PERSONNEL

It is hereby mutually agreed that the DISTRICT will not solicit for hire any current or former employee(s) of DDP's staff without the written permission of the President of Davis Demographics for a period of two years after completion of the services outlined in this Agreement, or any ongoing Agreements for services for additional work, whichever is later. In the event the foregoing provision is breached, liquidated damages equal to twenty-four (24) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the DISTRICT to DDP.

SECTION TEN - CONFIDENTIALITY

All communication and information obtained by DDP from the DISTRICT relating to this Agreement and all information developed by DDP under this Agreement are confidential. Should there be a need for DDP to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA), DDP will take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations. In addition, DDP acknowledges and agrees that, in the course of its Agreement with the DISTRICT, DDP will receive or have access to personal information. Personal information means information provided to DDP or to which access was provided to DDP by or at the direction of the DISTRICT in the course of DDP's performance under this Agreement that (a) identifies or can be used to identify an individual, including without limitation, names, addresses, or other unique identifiers or (b) can be used to authenticate an individual, including, without limitation identification numbers or other sensitive information. DDP shall comply with this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of personal information under its control or in its possession and shall remain liable to the DISTRICT and to any other person whose personal information is under its control or in its possession. In recognition of the foregoing, DDP agrees and covenants that it shall: (a) keep and maintain all personal information in strict confidence using such degree of care as is appropriate to avoid unauthorized access use or disclosure, including but limited to security or data breach, malware intrusion or any other unauthorized access to such personal information; (b) shall not use, sell, rent, transfer or otherwise disclose or make available personal information for the benefit of anyone other than the DISTRICT; (c) at a minimum, DDP shall have in place safeguards for the protection of personal information which shall include limiting access to the DISTRICT information, securing business facilities, data centers, servers, back-up systems and computing equipment with information storage capability, as well as implementing network, database and platform security on computing equipment that are either owned by, used by or in the care or control of DDP.

SECTION ELEVEN - INDEMNIFICATION

Indemnification for Professional Liability Claims:

For liability arising out of professional services, DDP shall indemnify the DISTRICT, its officers and employees against liability for damages for which they may be liable to the extent such damages are actually caused by the negligent acts, errors or omissions of DDP, or any of its employees or subconsultant's (if applicable) negligent acts or omissions under this Agreement.

Indemnification for All Other Claims:

DDP shall hold harmless, defend and indemnify, for damages arising out of bodily injury, death and property damage, the DISTRICT, and the DISTRICT's officers and employees against all claims, demands, actions and suits (including reasonable post tender attorney's fees and costs) brought against any of them arising from DDP's work and or any of its subconsultant's work under this Agreement other than professional services.

As used herein, DDP's obligation to defend any indemnified party shall mean the obligation to reimburse the party pursuant to this provision for any costs and fees determined by the court to have been reasonably, necessarily and actually incurred by the DISTRICT in the defense of those claims specifically founded upon DDP's, its employees, or its consultants' negligence, but only after a final determination of liability.

SECTION TWELVE - DISPUTE

In the event of dispute, the parties agree to first attempt all reasonable efforts to resolve any disputes through good faith negotiation and/or mediation. If a reasonable settlement cannot be made, dispute determination shall be made in a court of competent jurisdiction in the United States county location where the project is located.

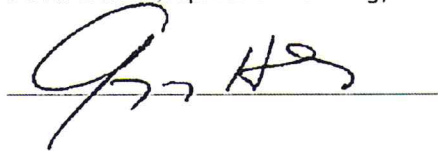
SECTION THIRTEEN - ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written prior to the execution of this Agreement.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO EXECUTE THIS AGREEMENT BY THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES BELOW.

Davis Demographics & Planning, Inc.



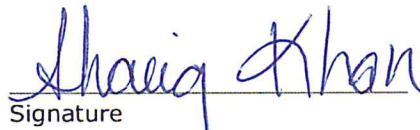
Gregory H. Davis

President

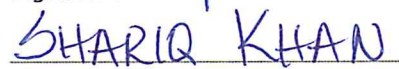
September 27, 2021

Fed Employer #: 33-0759263

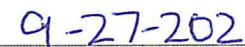
Alameda Unified School District



Signature



Print Name

Title Date 

Billing Contact:



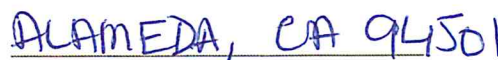
Name



Email



Address



City/State/Zip

Appendix A

Consulting Services:

Tasks Performed and Deliverables:

- Update/verification of computer GIS basemaps from local county sources.
- Verify GIS map layer of existing attendance zones, planning areas and school locations.
- Three (3) years geocoding is needed (map the student data prior to preparing forecasts)
Fall 2018 was most recent geocoding. Need to map students for Fall 2109, 2020, 2021
- Research and analysis of other relevant demographic statistics for use in preparing enrollment forecast variables (i.e. historical birth data, migration trends, etc.)
- Residential Housing Project information and timing.
- Preparation of 10-year resident enrollment forecasts by grade level for each planning area, attendance zone and district-wide.
- Preparation of 2-year projections by school of enrollment (aka staffing projections) frequently used for budgeting/staffing purposes in the spring.
- Comprehensive report (ten hardcopies and Adobe PDF file) including:
 - Relevant district background, past enrollment trends and demographic profile
 - Data sources and use with appropriate tables and charts
 - Discussion of forecast methodology
 - Enrollment projection results
 - Open enrollment reports illustrating impact of resident vs. attending enrollment
 - Appropriate maps illustrating existing planning areas and attendance zones, with thematic maps showing areas of growth, student density and socio-economic characteristics
- (1) Onsite visit* for a presentation to the School Board at the conclusion of project
The visit can alternately be used for another purpose at the discretion of the school district.
[onsite visits are subject to current COVID guidelines and health considerations]
- **ATLAS Interactive Portal (with 3-year contract) See page 2, following cover letter**



1-YEAR AGREEMENT

☐

1 YEAR CONTRACT: \$18,000

Check the box and initial above for 1-year Agreement
(Please SIGN page 5 of 6)
Completion estimated February 2022.

Optional 3-YEAR AGREEMENT



3-YEAR CONTRACT:

Check the box and initial above for 3-year Consulting Services Agreement
(Updated Demographic Study each school year...AND includes ATLAS Portal for 3 years)
(Please SIGN page 5 of 6)



Year 1 Fee (2021 demographic study update)	\$16,800
Year 2 Fee (2022 demographic study update)	\$16,800
Year 3 Fee (2023 demographic study update)	\$16,800

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2021-2022.15 Certification of Requirement of Education Code Section 60119 for Pupil Textbooks and Instructional Materials for Grades K-12 for Fiscal Year 2021-2022

Item Type: Consent

Background: In order to be eligible to receive funds available for the purposes of this article, districts must conduct an annual public hearing to determine whether each pupil in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the state board:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program

Resolution No. 2021-2022.15 certifies that the District has adhered to all laws and to all State Board of Education rules, regulations, and policies regarding the purchase of instructional materials. The Public Hearing for AUSD's Sufficiency of Pupil Textbook and Instructional Materials was held on September 28, 2021.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
▣	Resolution 2021-22.15 Certification of Sufficiency of Instructional Materials_10.12.21	10/5/2021	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

September 28, 2021

Resolution No. 2021-2022.15

**CERTIFICATION OF REQUIREMENT OF EDUCATION CODE SECTION 60119 FOR SUFFICIENCY OF
PUPIL TEXTBOOKS AND INSTRUCTIONAL MATERIALS INCENTIVE PROGRAM**

WHEREAS, the Governing Board of Alameda City Unified School District, in order to comply with the requirements of Education Code section 60119, held a public hearing on September 28, 2021, at approximately 7:00 pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours; and

WHEREAS, the Governing Board provided at least 10 day notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district/county office of education; and

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has textbook or instructional materials, or both, to use in class and to take home; and

WHEREAS, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course within the Alameda Unified School District have standards-aligned textbooks or instructional materials from the same adoption cycle; and

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English Learners, which are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks within the following subjects:

- Mathematics
- Science
- History-Social Science
- English/Language arts, including the English Language Development component of an adopted program; and

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes; and

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT RESOLVED, that for the 2021-2022 school year, the Alameda Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED by the following votes this 28th day of September, 2021.

AYES:_____MEMBERS:_____

NOES:_____MEMBERS:_____

ABSENT:_____MEMBERS:_____

Jennifer Williams, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2021-2022.18 Approval of Budget Transfers, Increases, Decreases

Item Type: Consent

Background: After the adoption of the proposed budget for the fiscal year, it is often necessary to make budgetary transfers and revisions. Budget transfers allow budget managers to redistribute funds as needs and plans change. Budget revisions allow the District to increase or decrease funds based on entitlements and grants actually received by the District.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase revenues and expenditures in the District in the amount of \$8,497.00.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2021-2022.18	10/6/2021	Resolution Letter
☐ Attachment A	10/6/2021	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

October 12, 2021

Resolution No. 2021-2022.18

Approval of Budget Transfers, Increases, Decreases

WHEREAS, the state statute require budget appropriations to be adopted by the Board of Education in the following object codes:

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books and Supplies
5000 Services and Other Operating Expense
6000 Capital Outlay
7000 Other Sources and Uses

AND, WHEREAS, the Board of Education desires to change the adopted appropriations;

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 12th day of October, 2021:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Jennifer Williams, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda High School	Donations	\$ 5,215.00
ASTI	Donations	\$ 257.40
Encinal Jr & Sr High School	Donations	\$ 3,025.00
Total Donations		\$ 8,497.40

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Revision of Special Education Maintenance of Effort Actuals (2020-2021) and Special Education Maintenance of Effort Budgeted (2021-2022) as Presented in 2020-2021 Unaudited Actuals

Item Type: Consent

Background: At the September 14th meeting, staff presented the 2020-2021 Unaudited Actuals to the Board of Education for approval and certification. Following the certification, staff was made aware of an error to the special education unduplicated pupil count listed where current year data was listed rather than prior year data. Specific changes include:

Reported for 19-20 1197 Actual for 19-20 1209
Reported for 20-21 1209 Actual for 20-21 1171

Tonight, we are informing the Board of such error and providing updated Special Education Maintenance of Effort Actuals (2020-2021) and Special Education Maintenance of Effort Budgeted (2021-2022) for approval.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ SEMA	10/5/2021	Backup Material
☐ SEMB	10/5/2021	Backup Material

Unaudited Actuals
Special Education Maintenance of Effort
2020-21 Actual vs. Actual Comparison Year
2020-21 Expenditures by LEA (LE-CY)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT								1,171
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)									
1000-1999	Certificated Salaries	780,403.57	0.00	0.00	101,944.31	418,980.07	8,103,995.54		9,405,323.49
2000-2999	Classified Salaries	320,633.85	0.00	0.00	0.00	462,696.31	5,109,162.59		5,892,492.75
3000-3999	Employee Benefits	346,245.95	0.00	0.00	33,973.98	320,642.13	4,461,271.44		5,162,133.50
4000-4999	Books and Supplies	10,504.71	0.00	0.00	0.00	570.45	149,354.08		160,429.24
5000-5999	Services and Other Operating Expenditures	569,023.88	0.00	0.00	300,979.00	0.00	8,210,151.01		9,080,153.89
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	2,026,811.96	0.00	0.00	436,897.29	1,202,888.96	26,033,934.66	0.00	29,700,532.87
7310	Transfers of Indirect Costs	1,444,032.26	0.00	0.00	11,701.87	45,038.89	112,209.89		1,612,982.91
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	3,114,778.96							3,114,778.96
	Total Indirect Costs and PCR Allocations	4,558,811.22	0.00	0.00	11,701.87	45,038.89	112,209.89	0.00	4,727,761.87
	TOTAL COSTS	6,585,623.18	0.00	0.00	448,599.16	1,247,927.85	26,146,144.55	0.00	34,428,294.74
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)									
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	168,502.05	734.96		169,237.01
2000-2999	Classified Salaries	110,124.22	0.00	0.00	0.00	0.00	1,049,997.80		1,160,122.02
3000-3999	Employee Benefits	40,439.11	0.00	0.00	0.00	38,195.00	370,011.42		448,645.53
4000-4999	Books and Supplies	10,504.71	0.00	0.00	0.00	0.00	84,517.73		95,022.44
5000-5999	Services and Other Operating Expenditures	167,222.91	0.00	0.00	0.00	0.00	146,906.21		314,129.12
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	328,290.95	0.00	0.00	0.00	206,697.05	1,652,168.12	0.00	2,187,156.12
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	14,489.45	107,017.72		121,507.17
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	14,489.45	107,017.72	0.00	121,507.17
	TOTAL BEFORE OBJECT 8980	328,290.95	0.00	0.00	0.00	221,186.50	1,759,185.84	0.00	2,308,663.29
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								45,220.74
	TOTAL COSTS								2,263,442.55

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)									
1000-1999	Certificated Salaries	780,403.57	0.00	0.00	101,944.31	250,478.02	8,103,260.58		9,236,086.48
2000-2999	Classified Salaries	210,509.63	0.00	0.00	0.00	462,696.31	4,059,164.79		4,732,370.73
3000-3999	Employee Benefits	305,806.84	0.00	0.00	33,973.98	282,447.13	4,091,260.02		4,713,487.97
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	570.45	64,836.35		65,406.80
5000-5999	Services and Other Operating Expenditures	401,800.97	0.00	0.00	300,979.00	0.00	8,063,244.80		8,766,024.77
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,698,521.01	0.00	0.00	436,897.29	996,191.91	24,381,766.54	0.00	27,513,376.75
7310	Transfers of Indirect Costs	1,444,032.26	0.00	0.00	11,701.87	30,549.44	5,192.17		1,491,475.74
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	3,114,778.96							3,114,778.96
	Total Indirect Costs and PCR Allocations	4,558,811.22	0.00	0.00	11,701.87	30,549.44	5,192.17	0.00	4,606,254.70
	TOTAL BEFORE OBJECT 8980	6,257,332.23	0.00	0.00	448,599.16	1,026,741.35	24,386,958.71	0.00	32,119,631.45
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								45,220.74
	TOTAL COSTS								32,164,852.19
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)									
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	7,589.52		7,589.52
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	2,173.71		2,173.71
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	115.33	0.00		115.33
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	770.04		770.04
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	115.33	10,533.27	0.00	10,648.60
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	115.33	10,533.27	0.00	10,648.60
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								45,220.74
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)								20,841,721.21
	TOTAL COSTS								20,897,590.55

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

2019-20 Expenditures	A. State and Local	B. Local Only
1. Enter Total Costs amounts from the 2019-20 Report SEMA, 2019-20 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section	31,176,671.15	20,529,627.51
2. Enter audit adjustments of 2019-20 special education expenditures from SACS2021ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		
3. Enter restatements of 2020-21 special education beginning fund balances from SACS2021ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9795)		
4. Enter any other adjustments, not included in Line 1 (explain below)		
5. 2019-20 Expenditures, Adjusted for 2020-21 MOE Calculation (Sum lines 1 through 4)	31,176,671.15	20,529,627.51
C. Unduplicated Pupil Count		
1. Enter the unduplicated pupil count reported in 2019-20 Report SEMA, 2019-20 Expenditures by LEA (LE-CY) worksheet	1,209.00	
2. Enter any adjustments not included in Line C1 (explain below)		
3. 2019-20 Unduplicated Pupil Count, Adjusted for 2020-21 MOE Calculation (Line C1 plus Line C2)	1,209.00	

SELPA: North Region (CR)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2020-21 Expenditures by LEA (LE-CY) and the 2019-20 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the compliance standard. To meet the requirement of the Subsequent Years Rule, the LMC-A worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2020-21 expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2020-21 expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-A worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: <http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls>.

There are four methods that the LEA can use to demonstrate the compliance standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: <http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls>

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
 - a. Has left the jurisdiction of the agency;
 - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
 - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	<u>State and Local</u>	<u>Local Only</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total exempt reductions	<u>0.00</u>	<u>0.00</u>

SELPA: North Region (CR)

SECTION 2

Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	<u>State and Local</u>	<u>Local Only</u>
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)		
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resource 3310)		
Increase in funding (if difference is positive)	<u>0.00</u>	
Maximum available for MOE reduction (50% of increase in funding)	<u>0.00</u> (a)	
Current year funding (IDEA Section 619 - Resource 3315)		
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	<u>0.00</u> (b)	

If (b) is greater than (a).

Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)

Available for MOE reduction.
(line (a) minus line (c), zero if negative)

Enter portion used to reduce MOE requirement
(cannot exceed line (d), Available for MOE reduction).

If (b) is less than (a).

Enter portion used to reduce MOE requirement
(first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).

Available to set aside for EIS
(line (b) minus line (e), zero if negative)

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:

SELPA: North Region (CR)

SECTION 3

	Column A	Column B	Column C
	Actual Expenditures (LE-CY Worksheet) FY 2020-21	Actual Expenditures Comparison Year FY2019-20	Difference (A - B)
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures.			
a. Total special education expenditures	34,428,294.74		
b. Less: Expenditures paid from federal sources	2,263,442.55		
c. Expenditures paid from state and local sources	32,164,852.19	31,176,671.15	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		31,176,671.15	
Less: Exempt reduction(s) for SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	32,164,852.19	31,176,671.15	988,181.04

If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE compliance requirement is met based on the combination of state and local expenditures.

	Actual FY 2020-21	Comparison Year FY2019-20	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.			
a. Total special education expenditures	34,428,294.74		
b. Less: Expenditures paid from federal sources	2,263,442.55		
c. Expenditures paid from state and local sources	32,164,852.19	31,176,671.15	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		31,176,671.15	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	32,164,852.19	31,176,671.15	
d. Special education unduplicated pupil count	1,171	1,209	
e. Per capita state and local expenditures (A2c/A2d)	27,467.85	25,787.16	1,680.69

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE compliance requirement is met based on the per capita state and local expenditures.

SELPA: North Region (CR)

B. LOCAL EXPENDITURES ONLY METHOD

	Actual FY 2020-21	Comparison Year FY2019-20	Difference
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
a. Expenditures paid from local sources	20,897,590.55	20,529,627.51	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		20,529,627.51	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	20,897,590.55	20,529,627.51	367,963.04

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE compliance requirement is met based on the local expenditures only.

	Actual FY 2020-21	Comparison Year FY2019-20	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita local expenditures only.			
a. Expenditures paid from local sources	20,897,590.55	20,529,627.51	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE		20,529,627.51	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	20,897,590.55	20,529,627.51	
b. Special education unduplicated pupil count	1,171	1,209	
c. Per capita local expenditures (B2a/B2b)	17,845.94	16,980.67	865.27

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE compliance requirement is met based on the per capita local expenditures only.

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SELPA: North Region (CR)

Object Code	Description	Albany City Unified (CR00)	Berkeley Unified (CR02)	Emery Unified (CR03)	Piedmont City Unified (CR04)	Alameda City Unified (CR05)	Adjustments*
TOTAL EXPENDITURES - All Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
PCRA	Program Cost Report Allocations						
	Total Indirect Costs and PCR Allocations	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
EXPENDITURES - Paid from State and Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
PCRA	Program Cost Report Allocations						
	Total Indirect Costs and PCR Allocations	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00

SELPA: North Region (CR)

Object Code	Description	Total
TOTAL EXPENDITURES - All Sources		
1000-1999	Certificated Salaries	0.00
2000-2999	Classified Salaries	0.00
3000-3999	Employee Benefits	0.00
4000-4999	Books and Supplies	0.00
5000-5999	Services and Other Operating Expenditures	0.00
6000-6999	Capital Outlay	0.00
7130	State Special Schools	0.00
7430-7439	Debt Service	0.00
	Total Direct Costs	0.00
7310	Transfers of Indirect Costs	0.00
7350	Transfers of Indirect Costs - Interfund	0.00
PCRA	Program Cost Report Allocations	0.00
	Total Indirect Costs and PCR Allocations	0.00
	TOTAL COSTS	0.00
EXPENDITURES - Paid from State and Local Sources		
1000-1999	Certificated Salaries	0.00
2000-2999	Classified Salaries	0.00
3000-3999	Employee Benefits	0.00
4000-4999	Books and Supplies	0.00
5000-5999	Services and Other Operating Expenditures	0.00
6000-6999	Capital Outlay	0.00
7130	State Special Schools	0.00
7430-7439	Debt Service	0.00
	Total Direct Costs	0.00
7310	Transfers of Indirect Costs	0.00
7350	Transfers of Indirect Costs - Interfund	0.00
PCRA	Program Cost Report Allocations	0.00
	Total Indirect Costs and PCR Allocations	0.00
	TOTAL BEFORE OBJECT 8980	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources	0.00
	TOTAL COSTS	0.00

SELPA: North Region (CR)

Object Code	Description	Albany City Unified (CR00)	Berkeley Unified (CR02)	Emery Unified (CR03)	Piedmont City Unified (CR04)	Alameda City Unified (CR05)	Adjustments*
EXPENDITURES - Paid from Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from EXPENDITURES - Paid from State and Local Sources section)						
8980	Contributions from Unrestricted Revenues to State Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
UNDUPLICATED PUPIL COUNT							

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: North Region (CR)

Object Code	Description	Total
EXPENDITURES - Paid from Local Sources		
1000-1999	Certificated Salaries	0.00
2000-2999	Classified Salaries	0.00
3000-3999	Employee Benefits	0.00
4000-4999	Books and Supplies	0.00
5000-5999	Services and Other Operating Expenditures	0.00
6000-6999	Capital Outlay	0.00
7130	State Special Schools	0.00
7430-7439	Debt Service	0.00
	Total Direct Costs	0.00
7310	Transfers of Indirect Costs	0.00
7350	Transfers of Indirect Costs - Interfund	0.00
	Total Indirect Costs	0.00
	TOTAL BEFORE OBJECT 8980	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from EXPENDITURES - Paid from State and Local Sources section)	0.00
8980	Contributions from Unrestricted Revenues to State Resources	0.00
	TOTAL COSTS	0.00
UNDUPLICATED PUPIL COUNT		0

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Unaudited Actuals
Special Education Maintenance of Effort
2021-22 Budget vs. Actual Comparison Year
2021-22 Budget by LEA (LB-B)

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT								1,171
TOTAL BUDGET (Funds 01, 09, & 62; resources 0000-9999)									
1000-1999	Certificated Salaries	583,087.00	0.00	0.00	63,077.00	373,049.00	9,476,471.00		10,495,684.00
2000-2999	Classified Salaries	276,231.00	0.00	0.00	0.00	489,002.00	5,356,663.00		6,121,896.00
3000-3999	Employee Benefits	324,745.00	0.00	0.00	22,276.00	333,919.00	5,428,048.00		6,108,988.00
4000-4999	Books and Supplies	0.00	0.00	0.00	6,314.00	0.00	109,000.00		115,314.00
5000-5999	Services and Other Operating Expenditures	2,175,000.00	0.00	0.00	259,471.00	75,000.00	7,809,975.00		10,319,446.00
6000-6999	Capital Outlay (except Object 6600 & Object 6910)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,359,063.00	0.00	0.00	351,138.00	1,270,970.00	28,180,157.00	0.00	33,161,328.00
7310	Transfers of Indirect Costs	1,860,375.00	0.00	0.00	7,541.00	26,399.00	130,016.00		2,024,331.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	1,860,375.00	0.00	0.00	7,541.00	26,399.00	130,016.00	0.00	2,024,331.00
	TOTAL COSTS	5,219,438.00	0.00	0.00	358,679.00	1,297,369.00	28,310,173.00	0.00	35,185,659.00
STATE AND LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)									
1000-1999	Certificated Salaries	583,087.00	0.00	0.00	63,077.00	147,793.00	9,476,471.00		10,270,428.00
2000-2999	Classified Salaries	276,231.00	0.00	0.00	0.00	489,002.00	4,213,209.00		4,978,442.00
3000-3999	Employee Benefits	324,745.00	0.00	0.00	22,276.00	275,900.00	4,977,443.00		5,600,364.00
4000-4999	Books and Supplies	0.00	0.00	0.00	6,314.00	0.00	109,000.00		115,314.00
5000-5999	Services and Other Operating Expenditures	2,175,000.00	0.00	0.00	259,471.00	75,000.00	6,600,076.00		9,109,547.00
6000-6999	Capital Outlay (except Object 6600 & Object 6910)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	3,359,063.00	0.00	0.00	351,138.00	987,695.00	25,376,199.00	0.00	30,074,095.00
7310	Transfers of Indirect Costs	1,860,375.00	0.00	0.00	7,541.00	4,673.00	5,479.00		1,878,068.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	1,860,375.00	0.00	0.00	7,541.00	4,673.00	5,479.00	0.00	1,878,068.00
	TOTAL BEFORE OBJECT 8980	5,219,438.00	0.00	0.00	358,679.00	992,368.00	25,381,678.00	0.00	31,952,163.00
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								0.00
	TOTAL COSTS								31,952,163.00

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)									
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	96,635.00	0.00	0.00	0.00	0.00	0.00		96,635.00
3000-3999	Employee Benefits	42,907.00	0.00	0.00	0.00	0.00	0.00		42,907.00
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	38,000.00	0.00	0.00	0.00	0.00	0.00		38,000.00
6000-6999	Capital Outlay (except Object 6600 & Object 6910)	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	177,542.00	0.00	0.00	0.00	0.00	0.00	0.00	177,542.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	177,542.00	0.00	0.00	0.00	0.00	0.00	0.00	177,542.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)								0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)								23,022,555.00
	TOTAL COSTS								23,200,097.00

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT								1,171
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)									
1000-1999	Certificated Salaries	780,403.57	0.00	0.00	101,944.31	418,980.07	8,103,995.54		9,405,323.49
2000-2999	Classified Salaries	320,633.85	0.00	0.00	0.00	462,696.31	5,109,162.59		5,892,492.75
3000-3999	Employee Benefits	346,245.95	0.00	0.00	33,973.98	320,642.13	4,461,271.44		5,162,133.50
4000-4999	Books and Supplies	10,504.71	0.00	0.00	0.00	570.45	149,354.08		160,429.24
5000-5999	Services and Other Operating Expenditures	569,023.88	0.00	0.00	300,979.00	0.00	8,210,151.01		9,080,153.89
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	2,026,811.96	0.00	0.00	436,897.29	1,202,888.96	26,033,934.66	0.00	29,700,532.87
7310	Transfers of Indirect Costs	1,444,032.26	0.00	0.00	11,701.87	45,038.89	112,209.89		1,612,982.91
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	3,114,778.96							3,114,778.96
	Total Indirect Costs	1,444,032.26	0.00	0.00	11,701.87	45,038.89	112,209.89	0.00	1,612,982.91
	TOTAL COSTS	3,470,844.22	0.00	0.00	448,599.16	1,247,927.85	26,146,144.55	0.00	31,313,515.78
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)									
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	168,502.05	734.96		169,237.01
2000-2999	Classified Salaries	110,124.22	0.00	0.00	0.00	0.00	1,049,997.80		1,160,122.02
3000-3999	Employee Benefits	40,439.11	0.00	0.00	0.00	38,195.00	370,011.42		448,645.53
4000-4999	Books and Supplies	10,504.71	0.00	0.00	0.00	0.00	84,517.73		95,022.44
5000-5999	Services and Other Operating Expenditures	167,222.91	0.00	0.00	0.00	0.00	146,906.21		314,129.12
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	328,290.95	0.00	0.00	0.00	206,697.05	1,652,168.12	0.00	2,187,156.12
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	14,489.45	107,017.72		121,507.17
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	14,489.45	107,017.72	0.00	121,507.17
	TOTAL BEFORE OBJECT 8980	328,290.95	0.00	0.00	0.00	221,186.50	1,759,185.84	0.00	2,308,663.29
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)								45,220.74
	TOTAL COSTS								2,263,442.55

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 (Goal 5760)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3385, & 6000-9999)									
1000-1999	Certificated Salaries	780,403.57	0.00	0.00	101,944.31	250,478.02	8,103,260.58		9,236,086.48
2000-2999	Classified Salaries	210,509.63	0.00	0.00	0.00	462,696.31	4,059,164.79		4,732,370.73
3000-3999	Employee Benefits	305,806.84	0.00	0.00	33,973.98	282,447.13	4,091,260.02		4,713,487.97
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	570.45	64,836.35		65,406.80
5000-5999	Services and Other Operating Expenditures	401,800.97	0.00	0.00	300,979.00	0.00	8,063,244.80		8,766,024.77
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,698,521.01	0.00	0.00	436,897.29	996,191.91	24,381,766.54	0.00	27,513,376.75
7310	Transfers of Indirect Costs	1,444,032.26	0.00	0.00	11,701.87	30,549.44	5,192.17		1,491,475.74
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	3,114,778.96							3,114,778.96
	Total Indirect Costs	1,444,032.26	0.00	0.00	11,701.87	30,549.44	5,192.17	0.00	1,491,475.74
	TOTAL BEFORE OBJECT 8980	3,142,553.27	0.00	0.00	448,599.16	1,026,741.35	24,386,958.71	0.00	29,004,852.49
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								45,220.74
	TOTAL COSTS								29,050,073.23
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)									
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	7,589.52		7,589.52
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	2,173.71		2,173.71
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	115.33	0.00		115.33
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	770.04		770.04
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	115.33	10,533.27	0.00	10,648.60
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	115.33	10,533.27	0.00	10,648.60
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)								45,220.74
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)								20,841,721.21
	TOTAL COSTS								20,897,590.55

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: North Region (CR)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2021-22 Budget by LEA (LB-B) and the 2020-21 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

Per the federal Subsequent Years Rule, in order to determine the required level of effort, the LEA must look back to the last fiscal year in which the LEA maintained effort using the same method by which it is currently establishing the eligibility standard. To meet the requirement of the Subsequent Years Rule, the LMC-B worksheet has been revised to make changes to sections 3.A.1, 3.A.2, 3.B.1, and 3.B.2. The revised sections allow the LEA to compare the 2021-22 budgeted expenditures to the most recent fiscal year the LEA met MOE using that method, which is the comparison year. To ensure the LEA is comparing 2021-22 budgeted expenditures to the appropriate comparison year, the LEA is required to complete the Subsequent Years Tracking (SYT) worksheet with their LMC-B worksheet. The SYT worksheet tracks the result for each of the four methods back to FY 2011-12, which is the baseline year for LEA MOE calculations established by the Office of Special Education Programs. The SYT worksheet is available at: <http://www.cde.ca.gov/sp/se/as/documents/subseqyrtrckwrksht.xls>.

There are four methods that the LEA can use to demonstrate the eligibility standard. They are (1) combined state and local expenditures; (2) combined state and local expenditures on a per capita basis; (3) local expenditures only; and (4) local expenditures only on a per capita basis.

The LEA is only required to pass one of the tests to meet the MOE requirement. However, the LEA is required to show results for all four methods. These results are necessary both for historical purposes and for the possibility that the LEA may want, or need, to switch methods in future years.

SECTION 1 Exempt Reduction Under 34 CFR Section 300.204

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to combined state and local MOE standard, local only MOE standard, or both. If the LEA meets one of the conditions below, the LEA must complete and include the IDEA MOE Exemption Worksheet available at: <http://www.cde.ca.gov/sp/se/as/documents/leamoeexempwrksht.xls>.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
 - a. Has left the jurisdiction of the agency;
 - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
 - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

Provide the condition number, if any, to be used in the calculation below:	State and Local	Local Only
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>
Total exempt reductions	0.00	0.00

SELPA: North Region (CR)

SECTION 2

Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205)

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act (ESEA) of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	State and Local	Local Only
Current year funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)		
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Award - Resource 3310)		
Increase in funding (if difference is positive)	0.00	
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)	
Current year funding (IDEA Section 619 - Resource 3315)		
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310 and 3315)	0.00 (b)	

If (b) is greater than (a).

Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)

(c)

Available for MOE reduction.

(line (a) minus line (c), zero if negative)

0.00 (d)

Enter portion used to reduce MOE requirement (cannot exceed line (d), Available for MOE reduction).

If (b) is less than (a).

Enter portion used to reduce MOE requirement (first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).

(e)

Available to set aside for EIS

(line (b) minus line (e), zero if negative)

0.00 (f)

Note: If your LEA exercises the authority under 34 CFR 300.205(a) to reduce the MOE requirement, the LEA must list the activities (which are authorized under the ESEA) paid with the freed up funds:

SELPA: North Region (CR)

SECTION 3

	Column A	Column B	Column C
	Budgeted Amounts (LB-B Worksheet) FY 2021-22	Actual Expenditures Comparison Year FY2020-21	Difference (A - B)
A. COMBINED STATE AND LOCAL EXPENDITURES METHOD			
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on state and local expenditures.			
a. Total special education expenditures	35,185,659.00		
b. Less: Expenditures paid from federal sources	3,233,496.00		
c. Expenditures paid from state and local sources	31,952,163.00	32,164,852.19	
Add/Less: Adjustments and/or PCRA required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		32,164,852.19	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	31,952,163.00	32,164,852.19	(212,689.19)

If the difference in Column C for the Section 3.A.1 is positive or zero, the MOE Eligibility requirement is met based on the combination of state and local expenditures.

	Budgeted Amounts FY 2021-22	Comparison Year FY2020-21	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on the per capita state and local expenditures.			
a. Total special education expenditures	35,185,659.00		
b. Less: Expenditures paid from federal sources	3,233,496.00		
c. Expenditures paid from state and local sources	31,952,163.00	32,164,852.19	
Add/Less: Adjustments and/or PCRA required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		32,164,852.19	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	31,952,163.00	32,164,852.19	
d. Special education unduplicated pupil count	1171	1171	
e. Per capita state and local expenditures (A2c/A2d)	27,286.22	27,467.85	(181.63)

If the difference in Column C for the Section 3.A.2 is positive or zero, the MOE eligibility requirement is met based on the per capita state and local expenditures.

SELPA: North Region (CR)

B. LOCAL EXPENDITURES ONLY METHOD

	Budget FY 2021-22	Comparison Year FY2020-21	Difference
1. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on local expenditures only.			
a. Expenditures paid from local sources	23,200,097.00	20,897,590.55	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		20,897,590.55	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	23,200,097.00	20,897,590.55	2,302,506.45

If the difference in Column C for the Section 3.B.1 is positive or zero, the MOE eligibility requirement is met based on the local expenditures only.

	Budget FY 2021-22	Comparison Year FY2020-21	Difference
2. Under "Comparison Year," enter the most recent year in which MOE compliance was met using the actual vs. actual method based on per capita local expenditures			
a. Expenditures paid from local sources	23,200,097.00	20,897,590.55	
Add/Less: Adjustments required for MOE calculation		0.00	
Comparison year's expenditures, adjusted for MOE calculation		20,897,590.55	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	23,200,097.00	20,897,590.55	
b. Special education unduplicated pupil count	1,171	1,171	
c. Per capita local expenditures (B2a/B2b)	19,812.21	17,845.94	1,966.27

If the difference in Column C for the Section 3.B.2 is positive or zero, the MOE eligibility requirement is met based on the per capita local expenditures only.

STEVE CHONEL
Contact Name

510-337-7082
Telephone Number

FISCAL DIRECTOR
Title

SCHONEL@ALAMEDAUNIFIED.ORG
Email Address

SELPA: North Region (CR)

Object Code	Description	Albany City Unified (CR00)	Berkeley Unified (CR02)	Emery Unified (CR03)	Piedmont City Unified (CR04)	Alameda City Unified (CR05)	Adjustments*
TOTAL BUDGET - All Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay (except Object 6600 & Object 6910)						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
BUDGET - State and Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay (except Object 6600 & Object 6910)						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00

SELPA: North Region (CR)

Object Code	Description	Total
TOTAL BUDGET - All Sources		
1000-1999	Certificated Salaries	0.00
2000-2999	Classified Salaries	0.00
3000-3999	Employee Benefits	0.00
4000-4999	Books and Supplies	0.00
5000-5999	Services and Other Operating Expenditures	0.00
6000-6999	Capital Outlay (except Object 6600 & Object 6910)	0.00
7130	State Special Schools	0.00
7430-7439	Debt Service	0.00
	Total Direct Costs	0.00
7310	Transfers of Indirect Costs	0.00
7350	Transfers of Indirect Costs - Interfund	0.00
	Total Indirect Costs	0.00
	TOTAL COSTS	0.00
BUDGET - State and Local Sources		
1000-1999	Certificated Salaries	0.00
2000-2999	Classified Salaries	0.00
3000-3999	Employee Benefits	0.00
4000-4999	Books and Supplies	0.00
5000-5999	Services and Other Operating Expenditures	0.00
6000-6999	Capital Outlay (except Object 6600 & Object 6910)	0.00
7130	State Special Schools	0.00
7430-7439	Debt Service	0.00
	Total Direct Costs	0.00
7310	Transfers of Indirect Costs	0.00
7350	Transfers of Indirect Costs - Interfund	0.00
	Total Indirect Costs	0.00
	TOTAL BEFORE OBJECT 8980	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources	0.00
	TOTAL COSTS	0.00

SELPA: North Region (CR)

Object Code	Description	Albany City Unified (CR00)	Berkeley Unified (CR02)	Emery Unified (CR03)	Piedmont City Unified (CR04)	Alameda City Unified (CR05)	Adjustments*
BUDGET - Local Sources							
1000-1999	Certificated Salaries						
2000-2999	Classified Salaries						
3000-3999	Employee Benefits						
4000-4999	Books and Supplies						
5000-5999	Services and Other Operating Expenditures						
6000-6999	Capital Outlay (except Object 6600 & Object 6910)						
7130	State Special Schools						
7430-7439	Debt Service						
	Total Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
7310	Transfers of Indirect Costs						
7350	Transfers of Indirect Costs - Interfund						
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	0.00	0.00	0.00	0.00	0.00	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from BUDGET - State and Local Sources section)						
8980	Contributions from Unrestricted Revenues to State Resources						
	TOTAL COSTS	0.00	0.00	0.00	0.00	0.00	0.00
UNDUPLICATED PUPIL COUNT							

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

SELPA: North Region (CR)

Object Code	Description	Total
BUDGET - Local Sources		
1000-1999	Certificated Salaries	0.00
2000-2999	Classified Salaries	0.00
3000-3999	Employee Benefits	0.00
4000-4999	Books and Supplies	0.00
5000-5999	Services and Other Operating Expenditures	0.00
6000-6999	Capital Outlay (except Object 6600 & Object 6910)	0.00
7130	State Special Schools	0.00
7430-7439	Debt Service	0.00
	Total Direct Costs	0.00
7310	Transfers of Indirect Costs	0.00
7350	Transfers of Indirect Costs - Interfund	0.00
	Total Indirect Costs	0.00
	TOTAL BEFORE OBJECT 8980	0.00
8980	Contributions from Unrestricted Revenues to Federal Resources (from BUDGET - State and Local Sources section)	0.00
8980	Contributions from Unrestricted Revenues to State Resources	0.00
	TOTAL COSTS	0.00
UNDUPLICATED PUPIL COUNT		0

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Interview of Candidates and Selection of Provisional Appointee for Vacant Board Seat (120 Mins/Action)

Item Type: Action

Background: With the recent resignation of former Board President Mia Bonta, there is currently a vacant seat on the Board of Education. Education Code gives the Board two options for filling the vacant seat: calling a special election, or appointing an applicant. At its meeting on September 14th, the Board voted unanimously to use the appointment method to make a provisional appointment of a new Board member who will fill former Board President Bonta's vacancy on the Board until the end of her term, which is November, 2022.

Applications for the vacant seat were made available to the public on September 20th. Applications were due back by 5pm on October 1st. Seven people applied for the position. The seven candidates are (in alphabetical order):

1. Stephanie Chenard
2. Ardella Dailey
3. Katie de Vries
4. Marisa Johnson
5. Ryan LaLonde
6. Diane Lang
7. Jen Nguyen

On October 12th:

- Candidates will give a three-minute opening statement (names will be drawn randomly to determine the order).
- Each of the four seated Board of Education members and three student Board Members will have an opportunity to interview each candidate for three minutes.
- At the close of the final round of questions, the Board President will entertain motions from the Board to appoint a candidate.
- Once that motion is seconded, the Board will discuss and then vote on the candidate.
- If there is no second, that candidate will not be considered.
- In the event that a majority of the Board does not approve any candidate, Board members will be able to move to reconsider a previous motion for a candidate.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support

parent/guardian development as knowledgeable partners and effective advocates for student success.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Other

The Board will interview candidates and may take action to appoint a provisional Board of Education member.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Board of Education

ATTACHMENTS:

Description	Upload Date	Type
❑ chart of question/answer segment of meeting	10/12/2021	Backup Material
❑ S. Chenard redacted application	10/6/2021	Backup Material
❑ A. Dailey redacted application	10/6/2021	Backup Material
❑ K. de Vries redacted application	10/6/2021	Backup Material
❑ R. LaLonde redacted application	10/6/2021	Backup Material
❑ D. Lang redacted application	10/6/2021	Backup Material
❑ M. Johnson redacted application	10/6/2021	Backup Material
❑ J. Nguyen redacted application	10/6/2021	Backup Material
❑ Blank Board Candidate Application	10/6/2021	Backup Material
❑ Board Bylaw on Filling Vacancies	10/6/2021	Backup Material

<i>Round 1</i>						
Marisa Johnson	Diane Lang	Ryan LaLonde	Ardella Dailey	Stephanie Chenard	Jen Nguyen	Katie de Vries
Jenn	Brian	Gary	Will	Megan	Henry	Heather
<i>Round 2</i>						
Marisa Johnson	Diane Lang	Ryan LaLonde	Ardella Dailey	Stephanie Chenard	Jen Nguyen	Katie de Vries
Brian	Gary	Will	Megan	Henry	Heather	Jenn
<i>Round 3</i>						
Marisa Johnson	Diane Lang	Ryan LaLonde	Ardella Dailey	Stephanie Chenard	Jen Nguyen	Katie de Vries
Gary	Will	Megan	Henry	Heather	Jenn	Brian
<i>Round 4</i>						
Marisa Johnson	Diane Lang	Ryan LaLonde	Ardella Dailey	Stephanie Chenard	Jen Nguyen	Katie de Vries
Will	Megan	Henry	Heather	Jenn	Brian	Gary
<i>Round 5</i>						
Marisa Johnson	Diane Lang	Ryan LaLonde	Ardella Dailey	Stephanie Chenard	Jen Nguyen	Katie de Vries
Megan	Henry	Heather	Jenn	Brian	Gary	Will
<i>Round 6</i>						
Marisa Johnson	Diane Lang	Ryan LaLonde	Ardella Dailey	Stephanie Chenard	Jen Nguyen	Katie de Vries
Henry	Heather	Jenn	Brian	Gary	Will	Megan
<i>Round 7</i>						
Marisa Johnson	Diane Lang	Ryan LaLonde	Ardella Dailey	Stephanie Chenard	Jen Nguyen	Katie de Vries
Heather	Jenn	Brian	Gary	Will	Megan	Henry

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2. Have you worked on any school committees or participated in any school activities recently? Please list them.

I have served as the Auditor and recently Treasurer for Ruby Bridges PTA. Currently, I am a regular member and working on fundraising committees. I have also worked on event committees for the school.

3. Describe any other community or business activities in which you have participated. describe your role, and whether your work was volunteer or employment-related

Volunteer: Slow Food Board - Secretary, and President; Alameda Family Cooperative - Board Member; Net Impact - member; AIDS LifeCycle Ride - training leader, fundraising coach.

Employment: Contra Costa County MHSA - various committees; SFFD - Mental Health/Peer Support Committee

4. Why do you want to be a school board member?

I am very invested first as a parent, second as a community member, and third as a professional educator in being active in advocating for our students and helping to support our education system by shaping policy and finding and developing resources for the district.

5. What do you see as the basic purpose of the public schools?

Public schools serve primarily to provide education and, importantly, support for all children in a community. The education piece helps to prepare a young generation for college or entry into a productive workforce. However, equitable education also means providing supports to create a safe place for our children to learn in a secure environment that nurtures their social and emotional learning as well.

6. What is the role of the school board in the fulfillment of that purpose?

The School board provides oversight and accountability for the district. It also sets the direction and provides structure for district priorities, establishes structure for activities that support a district's mission and purpose.

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7. How does the board's role differ from that of the superintendent?

The superintendent is analogous to the "CEO" of the district. The superintendent is charged with the day to day operations of the district and leads through strategic planning and decision making. The board oversees the Superintendent and is usually the final approvers of fiscal operations (budget, policy, contracts, etc.)

8. What should be the relationship between the board members and the administration in the handling of school concerns?

An effective board works to collaborate with administrators in effective planning and program monitoring. A strong board helps to plan and provide resources to an administration to do the actual work of implementing and delivering good programming and services to the schools.

9. Briefly describe how you believe you will contribute to the educational process.

My experience on the PTA for Ruby Bridges has given me a deep perspective on the gaps in resources not only in our school, but in the district. I've also experienced the disparities in our district and feel that I can bring the lens of equity to the process.

10. What do you see as the strengths of the school district?

Some of the strengths our district has is a very involved and active community. Both parents, family, and community members care deeply about our schools and have been creative in finding additional resources for our schools. We also currently have some strong and very committed people in the district administration that have worked tirelessly to provide support for our students during a very challenging pandemic.

11. What do you see as the area(s) most needing improvement in the school district?

Equity in the schools. There are huge disparities in resources and programming across the community. There is a glaring difference between the west end and east end schools. Additionally, the district can really improve on programming and support for students with diverse learning needs.

12. What other pertinent information would you like the board to consider?

I have worked for several years in public agencies and public higher education with contracting programs in K-12 schools. This includes mental health programs, dual enrollment programs, vocational trainings, grant writing, and other services. I bring strong public fiscal, contracting, and budgeting experience.

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CANDIDATE APPLICATION AND INFORMATION SHEET

*****Please note: Candidates must reside within the boundary of the Alameda Unified School District to qualify for this appointment. AUSD Boundaries only include the City of Alameda. Candidates please ensure your home address is included below so that your residency can be verified.***

Please complete and ensure your application packet is received on or before October 1 at 5:00 p.m. at:

Alameda Unified School District
ATTENTION: SUPERINTENDENT'S OFFICE
2060 Challenger Dr.
Alameda, CA 94501

OR emailed to **klonergan@alamedaunified.org**

Application packets should include a completed version of this form, a resume, and a letter of interest.

Date: 10/1/2021

<u>Dailey</u> (Last Name)	<u>Ardella</u> (First Name)	<u></u> (Middle Initial)
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Business Address: Phone:

Home Address: Phone:

E-mail:

Occupation: Associate Professor

Employer or Name of Self-Employed Business:

No. of Years Residing in District: 35

Do you have children in the district's schools? Yes,

If yes, what schools? Alameda High School

1. Do you have prior experience serving on a governing board, including a school district board? Please list your prior board experience.

My prior Board experience: I served on the AUSD Board of Education from 2016-2020, The Alameda Social Services Board, and as a Board member of the Academy of Alameda.

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2. Have you worked on any school committees or participated in any school activities recently? Please list them:

During my time on the AUSD Board of Education, I served on the City of Alameda/AUSD Sub-committee; the CCEIS Stakeholder Committee, and the search committee to hire a new superintendent, among others.

3. Describe any other community or business activities in which you have participated. describe your role, and whether your work was volunteer or employment-related

I have been a member of Rotary, the City/School Partnership for the Swim Center, PTA, and ELAC. California Associate of Professors of Education Administration (CAPEA) President and member of Executive Council Board (2020-Present) and CAPEA President- elect and member of Executive Council Board (2018-2020)

4. Why do you want to be a school board member?

I want to be a school board for the duration of this open seat because I believe I am able to provide a seamless transition because of my previous professional experience with AUSD. I previously served on the AUSD Board from 2016-2020, and I am intimately familiar with the issues currently facing this District. The pandemic has hit public education hard, and it is imperative that knowledgeable Board leadership exist at this time while we navigate challenging circumstances presented by the pandemic. I am willing to serve this District again, its students and families during this critical time until the next election in November. I will not seek election for the seat.

5. What do you see as the basic purpose of the public schools?

Public schools provide the best avenue to achieve equitable and positive outcomes for all students. Public schools provide the opportunity for all students to become knowledgeable about our world and contribute to our democratic society.

6. What is the role of the school board in the fulfillment of that purpose?

The school board provides the policies and sets the direction to ensure academic and social emotional success for all students. The school board also ensures the financial stability to provide the programs and staff to support student learning.

7. How does the board's role differ from that of the superintendent?

The Board of Education sets policy for the District, approves a budget, and employs the Superintendent. The Superintendent oversees the implementation of Board policies, and ensures that teaching and learning occur consistent with Board policies and direction.

8. What should be the relationship between the board members and the administration in the handling of school concerns?

The relationship between the Board and the Administration in terms of handling school concerns is defined in Board policy. The Board should not interfere with the day-to-day management functions that the Superintendent oversees. School concerns should be shared by Board members with the Superintendent for the Superintendent to address. Board members should refrain from advocating for a particular student or an action, their role is to keep teaching and learning as the primary focus of the Board.

9. Briefly describe how you believe you will contribute to the educational process.

**ALAMEDA UNIFIED SCHOOL DISTRICT
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I will contribute to the Board by being prepared at every Board meeting and by making decisions that are aligned to the vision and are in the best interest of our students. I will provide stability in an extremely challenging time until the voters decide who shall occupy the Board seat. My prior service in AUSD as Superintendent, principal, director and Board member brings institutional knowledge about where this District has been and possibilities for how to ensure strong educational outcomes for our students.

10. What do you see as the strengths of the school district?

I believe that the strength of our school district is our staff, the students and the families we serve. I was on the hiring committee for Superintendent Scuderi and his leadership has been critical during this pandemic. He has hired people of color in key new positions and I believe this new team is strong and will continue to improve outcomes for all of our students.

11. What do you see as the area(s) most needing improvement in the school district?

AUSD continues to struggle with outcomes for our African American students and our students with disabilities. The CCEIS work will address the deficits that currently exist for our African American students who are overidentified for special education services, but more needs to be done in tier one instruction, in the curriculum we use, and in social-emotional support. The special education department must also be a focus of improvement and I am hopeful that the new special education director will bring a new perspective and ideas to improve outcomes for our students receiving these services.

12. What other pertinent information would you like the board to consider?

My [REDACTED] Alameda High, and I remain personally invested in this community, in the educational opportunities for all students, and in the families, we serve in AUSD. I have spent over 40 years in public education, and a good percentage of that time in Alameda. I have a deep commitment to AUSD and am willing to serve during this window of time to ensure a smooth and stable transition until the November 2022 election.

Thank you for completing the Candidate Application and Information Sheet.

Please note that the information provided here becomes public information and may be open to public inspection, including through a California Public Records Act Request.

If you have questions about this application, please contact Kerri Lonergan:

klonergan@alamedaunified.org

**ALAMEDA UNIFIED SCHOOL DISTRICT
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2. Have you worked on any school committees or participated in any school activities recently? Please list them.

2021-2022: Lincoln Middle School PTA fundraising committee

2020-2021: LMS Spanish teacher

2019-2020: Measure A campaign steering committee, Otis 5th grade promotion committee, LMS Spanish teacher

2018-2019: Encinal Jr/Sr High School Spanish teacher

2017: Part of team that conceived of and ran a district-wide event to recruit parents as substitute teachers and paraprofessionals.

2016: Measure B1, Citywide volunteer coordinator & steering committee

2015-2018: Reading specialist, Otis Elementary

2009-present: PTA member Otis & Lincoln; Measures E & A (the *earlier* Measure A) block captain; Otis PTA board 4 years; Alameda PTAC board 3 years.

3. Describe any other community or business activities in which you have participated. Describe your role, and whether your work was volunteer or employment-related.

For better or worse, practically all of my community work and employment has had to do with schools. I do some translation work from time to time (volunteer and paid) and I have also fostered about 100 kittens over the years through the East Bay SPCA.

4. Why do you want to be a school board member?

I want to be a school board member because I want the best possible outcomes for Alameda's students and teachers. I have worked hard to support AUSD schools for well over a decade as a parent volunteer, on political campaigns, and as a teacher. My efforts in all three of these areas have taught me a lot and given me a multi-faceted view of a very complex organization. As a school board member I would be able to put this experience to good use in setting District priorities.

5. What do you see as the basic purpose of public schools?

As I see it, the basic purpose of public schools is to help each student achieve their potential. What a wonderful world we would live in if every child — every future nurse, future politician, future teacher, future green entrepreneur, future parent — were supported, encouraged and enabled to perform at their very best. A quote I read long ago sticks with me: "What would you do if you knew you would not fail?" I'm a realist. That is a tall order, and a real trick given the current statewide funding situation. But we can still work towards it.

6. What is the role of the school board in the fulfillment of that purpose?

The role of the school board is to work with the community, teachers, and professional District employees to set the priorities for the District. We agree we want students to achieve at their highest potential, great. But how do we do that? Do we do it with increased social-emotional support? Family engagement? Raised academic expectations? Computer science classes? A longer school day? The school board listens to and collects information from varied invested parties and evaluates what is most important, most urgent, and most practical.

7. How does the board's role differ from that of the superintendent?

The superintendent is the CEO of the district; this is a huge role that includes administering everything from maintenance work to philosophy statements, overseeing a large staff, and carefully considering myriad student needs. However, while the goal of the CEO of a for-profit company is usually pretty clear (make money!), the goal of a superintendent and thus a district can be more nebulous. Every community is different, this is why local school boards exist. When *Alamedans* talk about what a successful student is, what do we mean and how can we help make that happen? The school board leads effectively when it responds to these questions. Then the superintendent's role is to effect those priorities.

8. What should be the relationship between the board members and administration in the handling of school concerns?

Ideally of course the board members and the administration work together to manage school matters. The school board needs District administration to provide information and to effectively implement policies. The administration needs the school board to be thoughtful in its decision-making, to collect and evaluate community input, and sometimes to make very difficult choices. I have been lucky to work with many board members and administrators over the past decade, and Alameda is fortunate to have an informed and active team that works productively together even if they don't always totally agree.

9. Briefly describe how you believe you will contribute to the educational process.

My contribution to the educational process will be to evaluate and synthesize information in order to make informed and considered decisions for students, teachers, and the district as a whole. The multiple roles I have already played in the district give me a wide view of the needs of different groups, as well as the effects of policies on varied constituencies. I am also, in both my personal and professional lives, an intensely practical person who prioritizes efficiency and achievable goals.

10. What do you see as the strengths of the school district?

As I see it, when AUSD is at its best, the strength of our school community is that we can deploy all of our resources (District, volunteer and community) to provide a strong, supportive and enriched education for all of our students. It should not be a challenge to provide a strong education to a population that is all or mostly privileged; what I love is seeing our community working together to make sure that *all* AUSD students have solid opportunities (academic and enrichment) no matter their background.

11. What do you see as the area(s) most needing improvement in the school district?

What Alameda needs more than anything else is statewide funding reform. That is not something that we are going to be handling at the school board level, but we can work together with advocacy organizations and our counterparts from other districts to advance it.

The biggest challenge that I see as both a parent and a teacher is with hiring. With the support of our community, Alameda has made great strides in compensating our teachers more competitively. However, it is still difficult for us to find all the teachers that we need. This difficulty is shared by many districts statewide, but I have heard and read about new approaches that have been tried other places that we could try too. And let's keep in mind, "finding a teacher" shouldn't mean just hiring someone, anyone, with a bachelor's degree — in August. To get highly qualified teachers we need to have a competitive process that results in our having a choice. Then we can choose candidates who reflect our priorities.

12. What other pertinent information would you like the board to consider?

Besides what is outlined above, three more experiences shape and inform my outlook where schools are concerned. First, long ago, before I had children, I taught in independent schools. That experience, while it was positive, is why I chose to move to Alameda: I wanted strong *public* schools. However, it also means that I have participated in many different kinds of schools, and seen the strengths and challenges of different systems.

Second, my son had his first IEP in 6th grade, so I have experienced this process both as a parent and as a teacher.

Third, I attended high school in Chile during our Northern summers = middle of the school year in the Southern hemisphere. This experience of being dropped into school in a new language and culture (no "SLD" class!) gives me some first-hand knowledge of part of our newcomer students' experience.

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CANDIDATE APPLICATION AND INFORMATION SHEET

***Please note: Candidates must reside within the boundary of the Alameda Unified School District to qualify for this appointment. AUSD Boundaries only include the City of Alameda. Candidates please ensure your home address is included below so that your residency can be verified.*

Please complete and ensure your application packet is received on or before October 1 at 5:00 p.m. at:

Alameda Unified School District
ATTENTION: SUPERINTENDENT'S OFFICE
2060 Challenger Dr.
Alameda, CA 94501

OR emailed to klonergan@alamedaunified.org

Application packets should include a completed version of this form, a resume, and a letter of interest.

Date: **September 26, 2021**

LaLonde	Ryan	C
(Last Name)	(First Name)	(Middle Initial)

Business Address: _____ Phone: _____

Home Address: _____ Phone: _____

E-mail: _____

Occupation: **Artist**

Employer or Name of Self-Employed Business: **Self Employed**

No. of Years Residing in District: **4+ years total**

Do you have children in the district's schools? Yes **X** No _____

If yes, what schools? **Lincoln Middle School (Edison Elementary)**

1. Do you have prior experience serving on a governing board, including a school district board?
Please list your prior board experience.

Yes, I have had the honor to serve on the governing boards of a few non-profits, organizations, and councils. My tenure and positions were as follows:

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1995 — 1997: Elected Assemblymember, University of Michigan Student Assembly, Art School Representative and Chair/Creator of LGBT Commission (Ann Arbor, Michigan).

2002 — 2008: Board of Directors, COLAGE International (Children of Lesbians & Gays Everywhere) (San Francisco), Board Treasurer 2 years, Board Chair 1.5 years, Board Recruitment Chair 1 year.

2006 — 2008: Board of Directors, Dani Tai Soon Burgess & Co., Korean-American Dance Company (Washington, DC) 2 years, Communications Chair.

2009 — 2012: Goddard School Parent Advisory Board (Vernon Hills, IL).

2015 — 2017: Elected member, AUSD School Site Council (SSC) (Alameda, CA), 1 year Vice President, 1 year Secretary.

2016 — 2018: Edison School PTA Executive Board, (Alameda, CA), 1 year Edison PTA President, 1 year Edison PTA Diversity and Inclusion Co-chair, and 1 year Fundraising Co-Chair.

2017 — 2018 & 2021: Executive Board, Alameda PTA Council, (Alameda, CA), 1 year Treasurer, half-year Auditor, half-year (current) President.

2. Have you worked on any school committees or participated in any school activities recently?
Please list them.

I have dedicated most of my time in the four years we have lived in Alameda to committees, organizations, and groups that benefit our schools. It has been some of my most rewarding work. Besides the elected position in Edison SSC, PTA, and the Alameda PTA Council (mentioned above) I have participated in:

2015 — 2017: Member of the AUSD Black Achievers Alliance (Roundtable)

2017 — 2018: Member of AUSD Social Emotional Learning and Anti-Bias/Anti-Bullying/Equity Committee

2015: 2018: Edison Art Docent, Special Day Art Program

2016: AUSD Principal Hiring Committee

2016: Organizing member of the committee for Measure B1 (Edison)

2017 — 2018: Member of the AUSD Diversity, Equity and Inclusion (DEI) Council

2021: Member of the AUSD SEP Committee

2021: Currently a Member of the LGBTQ Roundtable

2021: Currently a Member of Alameda Mosaic

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3. Describe any other community or business activities in which you have participated. describe your role, and whether your work was volunteer or employment-related

My family and I are so lucky to call Alameda home. Prior to moving to Alameda, I have been active in non-profit work and communications. For 12 years I was the Washington, DC COLAGE Chapter leader - running the support group and programming for children with LGBTQ parents. While living in Lake County Illinois, I was honored to be appointed as a court special advocate for youth in foster care. And since our time in Alameda, I have been very active in various community activities. There are so many amazing organizations doing important work across the island. I have always offered my communication skill set and design work to various organizations around Alameda (from Alameda Point Collaborative to ARPD) on different occasions. I have also been fortunate to have the time to participate in the following:

**2015 — current: Participant in ArtWalk Fridays
2015 — current: CASA (Court Appointed Special Advocate) for youth in foster care
2015 — current: Participated with son in beach cleanup activities
2016 — 2018: Alameda Welfare Council, Yard Sale Volunteer
2016 — 2018"- Volunteer/Communications, Food Shift, Alameda non-profit
2016 — 2017: Alameda Little League (team communications)
2020: Alameda City: designed the COVID-19 memorial materials
2020: current: Alameda County Democrats Club
2021: Alameda City: designed LGBTQ Small-Business Pride Month materials
2021: Urban Park Clean-up
2021: Alameda Recreation and Parks Department, designing
Chochenyo Park interpretive signage**

4. Why do you want to be a school board member?

Being a Board of Education Trustee is a great responsibility and I want to be appointed to this position to continue the forward momentum we have seen in the past few years. I feel a responsibility to ensure students like my son are not falling through the cracks of the special education program. I want to be a bold voice that asks questions and brings ideas to the table to create better outcomes for our students who are not reaching their fullest potential. I want to be a clear communicator that speaks to the public about our process and decisions. I was to be a history-maker as the first LGBT person on the AUSD BOE (given our past history in not supporting our LGBT students and families, this is a powerful message of representation).

Most of all, during this time of important transition in AUSD, it is important for a community member to fill this position who can hit the ground running to finish out the term. As someone who has participated in school board meetings (every meeting since COVID began) and who also participates in the policy, state, and

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city subcommittees I know what the current points of conversation are and how AUSD functions in budgeting, operations, and communications. I have built great relationships with AUSD's amazing employees — staff, principals, teachers and administration — and want to continue pushing for our best work.

It would send a powerful message in this time when we are shifting our strategic plan to lift up students who have been under-served (African-American and Latinx students, SpEd students, foster students, and ELL students) with a parent of a Black Special Education student who works as an advocate for youth in the foster system. I have been an active member of the AUSD community in leadership throughout my tenure here. I can feel in every atom of my being that I will do justice to this position by doing the research, participating with thoughtfulness, communicating clearly and promptly, and fully engaging in the process to make sure that our public schools provide quality education for ALL students.

5. What do you see as the basic purpose of the public schools?

I grew up only ever attending public schools, from preschool to college. My grandmother was an elementary school teacher throughout my entire childhood and showed me the dedication that teachers put into their class and craft every year. School was a refuge from home and a place where lifelong friends began. All these experiences have confirmed that a public school serves a purpose greater than the basic answer of simply a place that prepares students for college or the workforce.

Public schools need to provide students with the tools for their individual success and inspire them to enter the world to do better than those before them. It needs to be more than a place for education but also a place of refuge, a safe space. Public schools should be a beacon of quality education and constantly strive to do better.

6. What is the role of the school board in the fulfillment of that purpose?

The school board works hand-in-hand with the staff, teachers, administration, students and their families and the community to ensure that the school district stays on track for its goals. The board is elected to make sure that the work, budgets, resources, policies and structures are not only sound, but thoughtful and rooted in a strategic vision. It is paramount that a board member is a partner creating quality education for all students and dedicate their time on the board to understand the issues, raise valid questions, make fact-based decisions and to act in good faith to uphold the mission of the school district. A school board should provide a space where voices are heard, information is shared, and community is built.

Also, the board plays a vital role in the crafting of policy and working with stakeholder groups through the subcommittees. It is important that the board members are stewards of the district and work with leadership to make recommendations and ideas that lead to better outcomes for our students.

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7. How does the board's role differ from that of the superintendent?

In the last two years we have seen the role of a superintendent in a different way. Superintendent Scuduri has been on the frontlines of making sure that the district's students, staff, principals and teachers have not only been safe and healthy, but also working to ensure that education could be delivered during an unprecedented pandemic. The superintendent is the chief executive of the school district. Her/his role is to manage the overall operations of the school district, working with all staff to determine which resources, policies and structures need to be implemented. Covid-19 laid bare the importance of having a clear communicator and a leader that makes, sometimes unpopular decisions for the good of the district.

The board's role is to evaluate the superintendent's/district's operations. The board is a public checks and balances. Board members should be watchful partners able to ask hard questions about resources, priorities and structures. The board is in place to make sure the district's operations are indeed responsive to the values and priorities of the community. Board members are there to help set direction and be advocates of quality education for students.

8. What should be the relationship between the board members and the administration in the handling of school concerns?

We are fortunate in Alameda to have a very active, vocal and passionate community. It is what makes our island so special. A school board should be the eyes and ears in moments of concern as well as an amplifier of communications on procedures and policies. The board should listen to all the information and reflect on how operations and structures may have led to the concern, checking in with the administration as needed. The administration and our school principles are the frontline on all school concerns and should be the first to respond to those concerns. Having open communication with leadership is key to a district's success.

As a court appointed special advocate (CASA) for youth in foster care, I am tasked with the responsibility to be the eyes and ears of the judge and court, making sure the youth in my charge are navigating the system in place with care and success. As a board member, I will continue that mindset of listening, observing, researching and then asking what can be done to make things better.

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9. Briefly describe how you believe you will contribute to the educational process.

My past experience in my work with the district is exactly how I will continue to move forward the educational process. My unique perspective and background will make me a fresh and bold voice on the school board. I grew up in poor, bouncing on and off welfare in a rural farm town in Michigan with divorced parent, guided mostly by my single lesbian mother. I lived in a trailer for half of my childhood and then as a latchkey kid in town. I am an open and proud gay father of a student in AUSD. My husband Chris and I have navigated the roller coaster of IEPs and racial hate while on our son's education journey. We have been a part of other school districts and have seen how things can work differently as well.

My background in public relations and communications has given me keen insight into how to ask what stakeholder needs are and how we talk about it. My work on district committees and groups has shown that I am driven by equity and creativity.

I will be a board member that is responsive, thoughtful, inquisitive and vocal. I am quite familiar with our LCAP goals and the ways we work to meet not only the States expectations but also our communities. I have worked with finance on school budgets and know how prioritization works.

10. What do you see as the strengths of the school district?

When we moved to Alameda in 2015, we wanted to live here because of the small town feel, the diversity, the proximity to San Francisco, and the neighborhood schools. As a same-sex, interracial family, it was important to be able to find reflections of ourselves. We loved the idea that our son could walk to elementary, middle, and high schools. We knew that having neighborhood schools would have a profound benefit in friendships and independence for our son. The schools were top rated online, but what we found was something so much more than what an online grade can capture.

We have experienced firsthand the strengths of AUSD. From dedicated and passionate teachers and staff to a willingness to do better, I have found AUSD to be a district that balances finance and its numerous needs in a state that constantly underfunds public education. A major strength is passionate faculty: working daily to find better ways of "getting through" to students. They build classrooms to engage their students — out of their own pockets. I have seen the teachers in AUSD being the best stewards of education in the city. Their creativity and passion is not only for their students but for the district as a whole.

I have seen the strength in the students, whose leadership is inspiring. I have powerfully witnessed 5th graders rallying on campus to promote gun control. I have seen students coming together to create talking circles after hate crimes and student leaders pushing for many of the changes we have seen happen at our school sites (recycling, sexual harassment policies, homework policies, and self expression rights). Having a district that empowers our young community leaders is a huge strength.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

11. What do you see as the area(s) most needing improvement in the school district?

Many of the areas needing improvement in AUSD stem from a chronic lack of State funding. California ranks nationally every year around 41st in the country when it comes to education spending. My hope is that there will be an influx of Federal dollars to aid smaller school districts like ours in many of the areas needing improvement.

Our Special Education system of services and education needs a reimagining. While we have many quality teachers and paraprofessionals, our system is not working for all students. Many Special Education students are receiving services outside of the district while others have not had their service hour goals met. With the State stepping in and focusing on a reconciliation of processes through the CCEIS, there are great strides and plans for improvement in the future. And as a parent of a Special Education student, I am eager to be a part of making the needed changes.

I believe our Early Education programs could be expanded and made more available to help create better foundations for our students as they enter Elementary education. There is so much potential to provide early interventions and education to put our students on equal footing as they start their primary education.

Another area that COVID-19 exposed was our lack of technology. We had to scramble to respond to at-home learning and needed to build many capacities to make it work. Many other school districts are leading the way in technology, with students starting in 3rd grade using personal computers. We need to build a robust technology division. We are in the heart of the tech world and we should be using the best practices of technology-based learning to meet the expectations of the 21st century demands.

While no district is perfect, anywhere, I think one last area would be our pipeline to college and the workforce. We have an amazing partnership with the College of Alameda (which is a strength) but not all students are able to have the privilege of taking college level courses. I would love to take advantage of the great partnership the city and the district has with trade unions and build up our trades program. Gone are the days of woodshop, CAD class, and mechanics. These programs spark interest and excitement for future engineers, carpenters, and even artists. As an art major, I relied heavily on the hands-on-experience these types of classes and programs provided me. They are life skills that build future leaders. While we may focus rightly on AP courses and dual enrollment, I think it is imperative to also build-up the skilled trades and show a diverse path for all our students of their potential.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

12. What other pertinent information would you like the board to consider?

In my letter of intent, I outlined 10 skills or values that are paramount for a school board member to possess and/or embody. These are all skills and values that I truly embody and would bring to the table as the new school board member. Here is a brief outline of those needs that I fulfill with my experience and knowledge.

Given that the strategic plan focuses on uplifting BIPOC, Black, Special Education, English Language Learners and Foster Students, it is important that we have board members that have experience in the education journey of these types of students and their families.

With the urgency of funding issues this year (and every year), it is valuable to have new board member that is familiar with the AUSD budget, LCAP process and inter-workings of the district.

It is paramount that the new school board member be skilled in communicating with the public.

We need board members that have a pulse on what is happening at our school sites and strengths and challenges they are facing.

As we come out of the storm of COVID-19 and its effect on the mental health of students, having board members who are familiar with children's mental health is critical.

Given that AUSD School Board Trustees are Alameda Leaders - it is important that School Board members have a legacy of volunteer work in Alameda and understand the wants and needs of the most vulnerable families in our community.

We need board members that are familiar with how elected governing bodies work and the complex issues that the AUSD BOE oversees.

With a new bond renewal on the horizon (as we have to finish many projects the previous bonds started) it is important to have a board member that understands ballot initiatives and voter-outreach campaigns.

Our school district is made stronger because of solid partnership with our employee organizations. Having a board member familiar and connected to how these partners work will benefit the greater community.

And lastly, but historic - AUSD has never had an openly LGBT board member. And given the board history of problems with truly embracing LGBTQ students, LGBTQ families and their children, it would be a trailblazing "representation matters" move for our community.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

Thank you for completing the Candidate Application and Information Sheet.

Please note that the information provided here becomes public information and may be open to public inspection, including through a California Public records Act Request.

If you have questions about this application, please contact
Kerri Lonergan: klonergan@alamedaunified.org or 510.337.7187

**ALAMEDA UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES
CANDIDATE APPLICATION AND INFORMATION SHEET**

****Please note: Candidates must reside within the boundary of the Alameda Unified School District to qualify for this appointment. AUSD Boundaries only include the City of Alameda. Candidates please ensure your home address is included below so that your residency can be verified. Please complete and ensure your application packet is received on or before October 1 at 5:00 p.m. at:**

**Alameda Unified School District
ATTENTION: SUPERINTENDENT'S OFFICE
2060 Challenger Dr.
Alameda, CA 94501**

Date: September 21, 2021

(Last Name) (First Name) (Middle Initial) Lang, Diane G.

Business Address:

Phone:

Home Address:

Phone:

E-mail:

Occupation: University Lecturer, Leadership Coach, Learning Facilitator, Educator

Employer or Name of Self-Employed Business:

No. of Years Residing in District: 10

Do you have children in the district's schools?

Yes

If yes, what schools? Alameda High School

1. Do you have prior experience serving on a governing board, including a school district board? Please list your prior board experience.

Alameda High School School Site Council, elected member

Racial Justice, Equity and Healing task force leader, Oakland Unified School District

City of Riverside Human Relations Commissioner

2. Have you worked on any school committees or participated in any school activities recently? Please list them.

2018-2021 I served as an elected parent member of the Alameda High School School Site Council and a member of the Alameda High School Parent Teacher Association (PTA) , in addition to serving the community of Oakland as an elementary school principal.

As principal I was a member of the school site council (SSC) , a member of the Parent Teacher Union (PTU) , a member of the Black Family Engagement (BFE), and the SELLS (site English Language Language Learners subcommittee).

3. Describe any other community or business activities in which you have participated. describe your role, and whether your work was volunteer or employment-related

This is my twenty-fourth year as a public school educator, I have a breadth of experience as an educator, a parent to three African American male students and presently as a higher education lecturer, coach and learning facilitator.

My experience includes over a decade of classroom teaching followed by a decade school site administration experience.

Further, I worked as a union representative for United Educators of San Francisco serving the San Francisco Unified School District. This role gave me a keen understanding of the politics of public education and management of unionized staff members and contract implementation.

4. Why do you want to be a school board member?

As a parent and educator I have first hand experience of the realities of three children navigating public education in Alameda Unified School District.

Two of my children are Alameda HS alums, who attended Lum Elementary and Wood Middle School.

I want to serve on the board of trustees to be an advocate for families and children who are historically underserved and overlooked.

I intend to improve the instructional, academic, social and emotional conditions for students and families in Alameda.

Systemic change begins with making the case for change known, the work to improve public education in Alameda has begun. Making information accessible and creating collaborations are next steps to develop policies that facilitate and reinforce changes requested by families.

The AUSD CCEIS process noted an overrepresentation in special education and discipline based on race and ethnicity. Root cause analysis revealed overrepresentation, lack of trust and lack of authentic family engagement, lack of representation, lack of accountability for racist, oppressive practices rooted in stereotypes. Recognized areas of growth include family support, restorative practices and resource availability for families. I want to become a board member to work on improving teaching and learning conditions for students and improved systems of supports for families.

Additionally normalizing conversations that create the conditions to shift the district culture, behaviors and mindsets. Systemic change happens when changes are made that impact all parts of the system and change the behavior of the system.

I want to serve to support families on how to navigate the educational system, to disrupt systems of oppression and to realize liberatory schools for students.

“Until we get equality in education, we won't have an equal society.” Honorable Sonia Maria Sotomayor

5. What do you see as the basic purpose of the public schools?

Public Schools are the cornerstone of a democratic society. They exist to support the academic, civic and social emotional needs of all students. With an intentional focus on students who are furthest away from opportunity. The impact of the pandemic has identified public education as the cause and, paradoxically, the solution for a host of challenges, including science denial, social equity, and reliable programs for students and families.

6. What is the role of the school board in the fulfillment of that purpose?

The school board is responsible to community stakeholders at large.

Board members work with the superintendent and district employees to ensure that the school district is responsive to the values, priorities and credence of the community.

Board members serve to ensure that our district mission, vision and goals are more than words on a website, and that our practices align to policies and operations that improve outcomes for students.

Board members are responsible for policies to deepen family engagement and utilize an asset based engagement approach that assumes responsibility for hard to reach families.

7. How does the board's role differ from that of the superintendent?

School boards are elected by the community to set priorities, establish policies and evaluate the outcomes of district operations. Superintendents are hired by the school district in consultation with the school board to identify needs and policies, provide and develop leadership and manage the day-to-day operation of the district. Community members hold school boards accountable for effective leadership from the superintendent.

8. What should be the relationship between the board members and the administration in the handling of school concerns?

The relationship between board members and administrators should be collegial and cooperative. Fostering mutual respect, clear communication and a proactive stance regarding the needs of students that invites and uplifts all school stakeholders, especially those who are closest to the challenges and conditions that need to be restructured or eliminated.

9. Briefly describe how you believe you will contribute to the educational process.

I will add to the educational process in Alameda Unified School District by bringing my twenty-four years as a public school educator, parent and researcher.

I have a professional background that includes teaching and administration in K-12 and higher education including identifying partnerships needed to support underrepresented students access higher education. I am knowledgeable of all aspects of school operations and my background and experience in neighboring school districts and Alameda USD. Over the past decade I have sat on multiple committees intended to engage African American families in Alameda USD. I sat in the meetings, town halls and roundtables and listened to district staff explain their intention to do better by us, yet things did not move in the ways they had been stated, people left their roles or the district and the traction was lost. I want to serve on the

board to move the dial regarding named inequities that exist in our district and my experience as a public school educator and principal will support me in doing this work .

10. What do you see as the strengths of the school district?

Families are committed to supporting their public schools and are invested in their students' education. Dedicated, hard working staff and educators in our schools. Diverse, creative, curious, energetic students.

11. What do you see as the area(s) most needing improvement in the school district?

Instructional practices that engage all learners, educational pathways that meet the needs of students, greater family engagement inclusive of all stakeholders, family empowerment, district wide commitment with action items and progress monitoring for racial justice, equity, healing and atonement and the elimination of inequitable outcomes.

12. What other pertinent information would you like the board to consider?

My work at UC Berkeley includes working with the (21 CSLA) 21st Century California School Leadership Academy. The purpose of this initiative is to support school leaders needing support for social justice and equity. This happens via leadership coaching and facilitation of communities of practices such as; Reopening Schools With Equity in Mind, Implementing Ethnic Studies, Creating the Conditions for All Students to Thrive and African American Males Leaders Network.

I use generous listening to support leaders in identifying problems of practice related to their individual contexts. I remain curious and offer insight and support to help them identify inequities within their sphere of influence and reflect on steps they would like to take in order to operationalize inclusive, equitable, culturally responsive, antiracist practices and agreements into their community school wide.

This work keeps me active and aware of current research, best practices and problems of practice related to public education. This role would further enhance my position as school board member.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

CANDIDATE APPLICATION AND INFORMATION SHEET

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Please complete and ensure your application packet is received on or before October 1 at 5:00 p.m. at:

Alameda Unified School District
ATTENTION: SUPERINTENDENT'S OFFICE
2060 Challenger Dr.
Alameda, CA 94501

OR emailed to **klonergan@alamedaunified.org**

Application packets should include a completed version of this form, a resume, and a letter of interest.

Date: 22nd September 2021

<u>Johnson</u>	<u>Marisa</u>	<u>M.</u>
(Last Name)	(First Name)	(Middle Initial)

Business Address: [REDACTED] Phone:

Home Address: [REDACTED] Phone: [REDACTED]

E-mail: [REDACTED]

Occupation: Senior Corporate Counsel

Employer or Name of Self-Employed Business: [REDACTED]

No. of Years Residing in District: 3+

Do you have children in the district's schools? Yes X No

If yes, what schools? Paden Elementary

1. Do you have prior experience serving on a governing board, including a school district board?

Please list your prior board experience.

See attached document for answers for questions 1-12.

CANDIDATE APPLICATION AND INFORMATION SHEET

Marisa Johnson

1. Do you have prior experience serving on a governing board, including a school district board? Please list your prior board experience.

I have extensive experience serving as a Board member for various non-profit organizations. I began my career in non-profit service as a teenager, when I served as a Board Member, and then Board Vice President for a 500-member regional animal rights advocacy organization in Western New York.

2018-present, Board Member, California Lawyers for the Arts, San Francisco, CA

2016-2018, Board Member and Interim President, ArtWorks Now, Hyattsville, MD

1994-1996, Board Vice President, Animal Rights Advocates of WNY, Buffalo, NY

2. Have you worked on any school committees or participated in any school activities recently? Please list them.

I am a member of the Paden Elementary PTA and I have served as classroom representative for my daughter's 1st and 2nd grade classes, including during the Remote school year. I try to volunteer as much as possible for events like the Paden Walk-a-thon and Field Day.

3. Describe any other community or business activities in which you have participated. describe your role, and whether your work was volunteer or employment-related

2019, Committee Member, Adobe Pro Bono Legal Program. Led Adobe's legal department initiative to partner with local non-profit organizations in three offices (SF, SJ, and Lehi, UT) to enable in-house counsel to provide pro bono legal services. [Employment related]

2016-2018, Committee Member, Sustainable Hyattsville. Organized and participated in the successful community-led effort to stop commercial development of public parkland. [Volunteer]

2012, Volunteer Lawyer, Washington Area Lawyers for the Arts, Washington, DC. Provided pro bono legal assistance to artists. [Volunteer]

2001, Legal Intern, Immigration Equality, New York, NY. Provided pro bono legal assistance to indigent LGBTQIA+ asylum seekers. [Employment related]

2001, Legal Intern, Volunteer Lawyers for the Arts, New York, NY. Provided low cost and pro bono legal assistance to artists. [Employment related]

1999, Committee Member, Campus Police Review Board, SUNY Purchase, Purchase, NY [Volunteer]

4. Why do you want to be a school board member?

I have a strong sense of public service. In my career as an attorney in the private sector, I have prioritized pro bono work and volunteering for non-profit organizations, particularly for groups and initiatives focused on education, advocacy, and the arts.

As a mother, my daughter's education is one of my top priorities. Since making our home in Alameda, my daughter's school has served as the central point of our family's community. I would like to give back to the AUSD community through service on the AUSD Board of Education.

I have a lifelong commitment to public education that has been deeply instilled in me by my family, and my proven track record of community service demonstrates my commitment to working for the public good.

5. What do you see as the basic purpose of the public schools?

I believe public education is a core component of a functioning democracy, and that we have a civic responsibility to educate our youth.

In addition, public education is a means to social and economic advancement. My grandparents were first generation immigrants living in the Bronx, NY. My grandfather was orphaned as a child during the Great Depression, and forced to leave school after 8th grade to work in a factory. Despite his own hardships, he instilled in his children the value of an education as a means to escape poverty. After finishing high school at 16, my mother studied to become a public school teacher, and later worked as a professor at a public university educating future teachers. Her brother followed a school administration track to become a Superintendent of schools on the east coast. My grandfather's values have been passed down, and I became the first lawyer in my family at age 24.

Finally, I fully support AUSD's stated mission to uphold our community's core values of equity and excellence for every student by providing inclusive and safe conditions for learning that challenge and support every student to be culturally competent and prepared for college, career, and community participation.

6. What is the role of the school board in the fulfillment of that purpose?

As stated above, I am aligned with the current mission of the AUSD Board of Education. Further, I see the BoE as fiduciaries who are entrusted with the responsibility of managing our district's budget, hiring and management of top administrators, and making the often tough decisions that are in the best interests of our students and their education.

7. How does the board's role differ from that of the superintendent?

The BoE is responsible for setting priorities, establishing policies, and evaluating the outcomes of

CANDIDATE APPLICATION AND INFORMATION SHEET

Marisa Johnson

district operation.

By contrast, the Superintendent is in an executive role, and serves as the district's educational leader, and reports to the BoE about district operations, activities, and needs.

8. What should be the relationship between the board members and the administration in the handling of school concerns?

Ideally, the BoE and the Superintendent should share the same goals and vision to provide cohesive leadership of the educational community. The BoE should be proactive in establishing relationships and lines of communication with the administration of each school so that issues can be identified and addressed early. The BoE is responsible for management of the administration and dealing with disciplinary or removal proceedings due to misconduct, as well as for ensuring district HQ personnel are responsive to requests from school administrators.

9. Briefly describe how you believe you will contribute to the educational process.

As a BoE member, I would contribute to the educational process by providing community leadership to advocate for children and our schools. Further, I bring over 15 years of legal experience, and while I would not act as a legal advisor to the BoE, my legal expertise will be invaluable in identifying issues that require the opinion of counsel, as well as analyzing and interpreting the advice of counsel. My analytical skills would be key in assessing policies and proposals for Board review. I would welcome the opportunity to apply what I have learned in my professional career for the benefit of Alameda's children.

10. What do you see as the strengths of the school district?

AUSD's biggest strength is its own body politic - the parents, students, faculty, and staff who make up our local educational community.

AUSD is lucky to have elementary and middle schools that are mostly walkable neighborhood schools, and overall good ratios of teachers to students. Most of our schools are high performing and well rated and people move to Alameda to take advantage of our district's good reputation for great schools.

11. What do you see as the area(s) most needing improvement in the school district?

It is easy to analyze the actions and decisions of public officials as a private citizen, but I want to step up to participate in the decision making process. I think top priorities include focusing on emergency protocols for educating students during crisis situations; making capital improvements to facilities, particularly the outdoor areas of many of its campuses; and increasing equitable learning outcomes across the island and Bay Farm.

There is an economic disparity across schools in Alameda that needs to be addressed. When we talk about equity issues in Alameda, we frequently talk about financial inequity. But Title 1

CANDIDATE APPLICATION AND INFORMATION SHEET

Marisa Johnson

schools are also struggling to recruit parent volunteers - when parents are facing socioeconomic challenges, including language barriers, they don't have the resources to **volunteer**. At **Paden** alone we have more than 28 languages or dialects spoken at home - the district should inventory the top languages and ensure translation of all school and district communications.

Finally, the BoE is well positioned to engage in advocacy at the State and Federal level for better educational policies and funding resources.

12. What other pertinent information would you like the board to consider?

Prior to law school, I studied fine arts and managed to forge an unorthodox career path for myself. I am a creative thinker and problem solver and I would love to bring my unique perspective to the AUSD BoE. Thank you for your consideration.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

CANDIDATE APPLICATION AND INFORMATION SHEET

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Alameda Unified School District
ATTENTION: SUPERINTENDENT'S OFFICE
2060 Challenger Dr.
Alameda, CA 94501

OR emailed to **klonergan@alamedaunified.org**

Application packets should include a completed version of this form, a resume, and a letter of interest.

Date: _____

(Last Name) (First Name) (Middle Initial)

Business Address: _____ Phone: _____

Home Address: _____ Phone: _____

E-mail: _____

Occupation: _____

Employer or Name of Self-Employed Business: _____

No. of Years Residing in District: _____

Do you have children in the district's schools? Yes _____ No _____

If yes, what schools? _____

1. Do you have prior experience serving on a governing board, including a school district board?
Please list your prior board experience.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

2. Have you worked on any school committees or participated in any school activities recently?
Please list them.

3. Describe any other community or business activities in which you have participated. describe
your role, and whether your work was volunteer or employment-related

4. Why do you want to be a school board member?

5. What do you see as the basic purpose of the public schools?

6. What is the role of the school board in the fulfillment of that purpose?

7. How does the board's role differ from that of the superintendent?

8. What should be the relationship between the board members and the administration in the
handling of school concerns?

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

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10. What do you see as the strengths of the school district?

11. What do you see as the area(s) most needing improvement in the school district?

12. What other pertinent information would you like the board to consider?

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If you have questions about this application, please contact
Kerri Lonergan: klonergan@alamedaunified.org or 510.337.7187

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

CANDIDATE APPLICATION AND INFORMATION SHEET

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(Last Name) (First Name) (Middle Initial)

Business Address: _____ Phone: _____

Home Address: _____ Phone: _____

E-mail: _____

Occupation: _____

Employer or Name of Self-Employed Business: _____

No. of Years Residing in District: _____

Do you have children in the district's schools? Yes _____ No _____

If yes, what schools? _____

1. Do you have prior experience serving on a governing board, including a school district board?
Please list your prior board experience.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

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ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

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If you have questions about this application, please contact
Kerri Lonergan: klonergan@alamedaunified.org or 510.337.7187

Bylaw 9223: Filling Vacancies

Status: ADOPTED

Original Adopted Date: 06/26/2012 | **Last Reviewed Date:** 06/26/2012

Events Causing a Vacancy

A vacancy on the Board of Education may occur for any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her office for the remainder of his/her term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the effective date of his/her resignation for more than 60 days after he/she files the resignation with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office, including by recall (Elections Code 11384; Government Code 1770)
5. A Board member's ceasing to be a resident of the district (Government Code 1770)

A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

6. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)

- a. Upon district business with the approval of the Board
- b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.

- c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

7. A Board member's ceasing to discharge the duties of his/her office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)
8. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)

9. A Board member's refusal or neglect to file his/her required oath or bond within the time prescribed (Government Code 1770)
10. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
11. The making of an order vacating a Board member's office or declaring the office vacant when the Board member fails to furnish an additional or supplemental bond (Government Code 1770)
12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)
13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)
2. When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. (Education Code 5091, 5093)
3. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which he/she was elected to fill. (Education Code 5093)

Eligibility

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107.

Provisional Appointments

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.
