

ALBANY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

REGULAR MEETING



Albany City Hall  
1000 San Pablo Avenue  
Albany, CA 94706

TUESDAY  
February 2, 2010

A G E N D A

**I. OPENING BUSINESS 6:30 p.m.**

- A) Call to Order
- B) Roll Call
- C) Identify Closed Session Pursuant to Agenda Section III Below

**II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS**  
*General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.*

**III. CLOSED SESSION 6:35 p.m.**

- A) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957: Superintendent's Evaluation
- B) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 35146: Student Personnel Matters
- C) With respect to every item of business to be discussed in Closed Session pursuant to: Government Code Section 54957: Public Employee Appointment **Certificated**
  - 1. Corrections – none
  - 2. Extra Assignment – none
  - 3. Leave – none
  - 4. New Hire
    - a. Home/Hospital Teacher
    - b. Italian Teacher
    - c. Long Term Substitute Teacher
    - d. Substitute Teacher
  - 5. Resignation – none
  - 6. Status Change – none
  - 7. Termination – none

**Classified**

- 1. Assignment Change
  - a. Business Services Technician
- 2. Corrections
  - a. Special Education Para-Educator
- 3. Extra Assignment
  - a. Hourly Referee
- 4. Leave – none
- 5. New Hire
  - a. After School Intervention Instructor
  - b. Assistant Track Coach
  - c. Substitute Para-Educator
  - d. Yard Aide
- 6. Resignation
  - a. After School Intervention Instructor
  - b. Secretary
  - c. Substitute Café Assistant
  - d. Substitute Custodian
- 7. Status Change
  - a. Special Education Para-Educator
- 8. Termination – none

- D) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (Superintendent Marla Stephenson, District Representative), Regarding Negotiations as pertains to:
  - a. California School Employees Association (CSEA)
  - b. Albany Teachers Association (ATA)
  - c. SEIU Local 1021

**IV. OPEN SESSION**

**7:30 p.m.**

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

- A) Reconvene to Open Session
- B) Roll Call
- C) Pledge of Allegiance
- D) Report of Action Taken in Closed Session
- E) Approval of Agenda
- F) Approval of Consent Calendar

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

- 1. **Approval of Minutes**
  - a) January 19, 2010
  - b) January 5, 2010

2. **Personnel Assignment Order**

a) **Certificated Personnel – Public Employee Assignment, Employment, Appointment, Evaluation, Leave Requests:**

1. Corrections – none
2. Extra Assignment – none
3. Leave – none
4. New Hire
  - a. Home/Hospital Teacher
  - b. Italian Teacher
  - c. Long Term Substitute Teacher
  - d. Substitute Teacher
5. Resignation – none
6. Status Change – none
7. Termination – none

b) **Classified Personnel – Public Employee Assignment, Appointment Employment, Leave Requests:**

1. Assignment Change
  - a. Business Services Technician
2. Corrections
  - a. Special Education Para-Educator
3. Extra Assignment
  - a. Hourly/Referee
4. Leave – none
5. New Hire
  - a. After School Intervention Instructor
  - b. Assistant Track Coach
  - c. Substitute Para-Educator
  - d. Yard Aide
6. Resignation
  - a. After School Intervention Instructor
  - b. Secretary
  - c. Substitute Custodian
7. Status Change
  - a. Special Education Para-Educator
8. Termination – none

3. **Curriculum and Instruction**

- a) Approve the Agreement between Albany Unified School District and California State University, East Bay for Placement of Student Teachers pg. 7
- b) Approve the Agreement between California State University, Sacramento for Placement of Student Teachers pg. 10

- c) Approve the 2008-09 School Accountability Report Cards (SARC) Table XIII School Finances Data – Expenditures Per Pupil and School Site Teacher Salaries for Albany High School, Albany Middle School, MacGregor Continuation High School, Cornell, Marin and OceanView Schools pg. 15

4. **Business and Operations**

- a) Approve the Memorandum of Understanding between Albany Unified School District and University of California’s Residential & Student Service Program. pg. 18
- b) Approve lease agreement #V000604 with DesignSpace Modular Buildings for the lease of a portable office unit #2529-38 located at 1051 Monroe Street, Albany. pg. 20
- c) Approve one (1) Independent Contractor Agreement between Albany Unified School District and Dan Lee to assist Executive Chef in preparation for the Coordinated Review Effort (CRE) and provide training in any area of the National School Lunch Program Administration. Cost not to exceed \$2,500. pg. 27
- d) Approve Summer School Meal Waiver Application pg. 31

5. **Student Services**

- a) Approve increase to Purchase Order P10-00324 for OT consult to District staff on providing OT services to infants. Two hours of consult at the rate of \$83.00/hour. Total cost not to exceed \$166.00. Funding Source: Special Education pg. 35
- b) Approve one (1) Master Contract between Albany Unified School District and Alpine Academy for Educational Services for one (1) student. Cost not to exceed \$17,600.00. Funding source: Special Education pg. 36

V. **STUDENT BOARD MEMBERS**

- A) Student Reports

VI. **STAFF REPORTS**

- A) Second annual report to the Albany Unified School District Board of Education from Measure E Bond Oversight Committee covering the Period of July 1, 2008 through June 30, 2009 pg. 42
- B) Albany Pool Update (PowerPoint and handout available at meeting)

VII. **PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA**

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

**VIII. REVIEW AND ACTION ITEMS**

*(Members of the public will have the opportunity to speak on all issues.)*

- A) Open Public Hearing on the Intent to Convey Certain Real Property to the City of Albany for the Installation of a Curb Ramp Located at the Southwest Corner of Jackson Street and Buchanan Street Resolution 2009-10-08 pg. 44
- B) Close Public Hearing on the Intent to Convey Certain Real Property to the City of Albany for the Installation of a Curb Ramp Located at the Southwest Corner of Jackson Street and Buchanan Street Resolution 2009-10-08
- C) Approve the License Agreement between Albany Unified School District and the Regents of the University of California for the use of land at the corner of Jackson Street and Monroe Street, Albany pg. 49
- D) Approve the First Day of Instruction for School Year 2010-11 as August 25, 2010 pg. 59
- E) Approve Albany Unified School District Board of Education Regular Board Meeting Schedule for the 2010-11 School Year pg. 60

**IX. REVIEW AND DISCUSSION ITEMS**

- A) Conduct 1<sup>st</sup> reading of Board Policy 1330 and accompanying Administrative Regulation and Exhibit A - Facilities pg. 62
- B) Conduct 1<sup>st</sup> reading of Board Policy Section 4040 and accompanying Administrative Regulation - Employee Use of Technology pg. 82
- C) Conduct the 1<sup>st</sup> Reading of Board Policy Section 5000 – Students (under separate cover) pg. 91
- D) Discuss Board of Education Governmental Advocacy and Outreach pg. 92

**X. BOARD AND SUPERINTENDENT COMMENTS**

**XI. FUTURE AGENDA ITEMS**

- A) IHS Report March
- B) Budget Discussion March
- C) 2<sup>nd</sup> Interim Report March
- D) Strategic Plan March
- E) Special Education Report April
- F) Single School Plans April
- G) 2008-09 Parcel Tax Review April
- H) Williams Quarterly Report May

**XII. FUTURE BOARD MEETINGS**

- A) THURSDAY, February 18, 2010, 7:30 p.m., Regular Meeting  
Albany City Hall, 1000 San Pablo Avenue, Albany
- B) Tuesday, March 2, 2010, 7:30 p.m., Regular Meeting  
Albany City Hall, 1000 San Pablo Avenue, Albany
- C) Tuesday, March 16, 2010, 7:30 p.m., Regular Meeting  
Albany City Hall, 1000 San Pablo Avenue, Albany

**XIII. ADJOURNMENT**

*The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board Meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board.*

The Board of Education meeting packet is available for public inspection at the Albany Public Library, 1247 Marin Avenue, all school sites, and the lobby of the Albany Unified School District office, 904 Talbot Avenue, Albany. The agenda is available on the Albany Unified School District web site: [www.albany.k12.ca.us](http://www.albany.k12.ca.us)

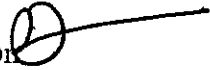
If you provide your name and/or address when speaking before the Board of Education, it may become a part of the official public record and the official minutes will be published on the Internet

In compliance with the Americans with Disability Act (ADA), if you need special assistance to participate in this meeting, please contact the Superintendent's Office at 510-558-3766. Notification must be give forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM: AGREEMENT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND CALIFORNIA STATE UNIVERSITY, EAST BAY FOR PLACEMENT OF STUDENT TEACHERS**

**PREPARED BY:** Lynda Hornada, Director of Curriculum and Instruction 

**TYPE OF ITEM: CONSENT**

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**BACKGROUND INFORMATION:**

This agreement with California State University, East Bay will allow student teachers to gain classroom-teaching experience within our schools. The agreement is attached.

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**FINANCIAL INFORMATION:**

No Fiscal Impact

**RECOMMENDATION:**

Approve the agreement between Albany Unified School District and California State University, East Bay for placement of student teachers to gain classroom-teaching experience as required for teacher credentialing.



Agreement No. C900802

**CALIFORNIA STATE UNIVERSITY, EAST BAY  
STUDENT TEACHING EXPERIENCE AGREEMENT**

**THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of California State University, East Bay, hereinafter called University, and Albany Unified School District, noted below, hereinafter called the District.**

**WITNESSETH**

**WHEREAS, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and**

**NOW, THEREFORE, it is mutually agreed between the University and the District as follows:**

**SPECIAL PROVISIONS**

**The TERM of the Agreement is for a period of three (3) fiscal years: July 1, 2009 through June 30, 2012.**

**GENERAL TERMS**

**The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions, Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.**

**It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensation of either party. They shall not replace District staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.**

**The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.**

**"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provision credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.**

**A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.**

**University students assigned to practice teaching in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.**

**University students assigned to practice teaching in the District shall be effective for this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown**



on such card or other document.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

UNIVERSITY shall be responsible for damages caused by the negligence of its officers, employees and agents. FACILITY shall be responsible for damages caused by the negligence of its officers, employees and agents.

Execution of this contract is hereby requested.

CALIFORNIA STATE UNIVERSITY, EAST BAY

By Deborah A Haynes, Buyer II

Procurement & Support Services

CALIFORNIA STATE UNIVERSITY, EAST BAY

By Laura Learned, Interim Procurement Manager

Procurement and Support Services

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**CERTIFICATION**

I, the duly appointed and acting clerk or Secretary of the Governing board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on:

\_\_\_\_\_, 20\_\_\_\_.  
Month/Day

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the \_\_\_\_\_ is hereby authorized to execute the same."

Albany Unified  
School District

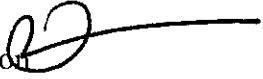
\_\_\_\_\_  
County

By \_\_\_\_\_  
Clerk, Secretary (strike one) of the Governing Board of the School District

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:**                    **AGREEMENT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND CALIFORNIA STATE UNIVERSITY, SACRAMENTO FOR PLACEMENT OF STUDENT TEACHERS**

**PREPARED BY:**    Lynda Hornada, Director of Curriculum and Instruction 

**TYPE OF ITEM:**    **CONSENT**

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**BACKGROUND INFORMATION:**

This agreement with California State University, Sacramento will allow student teachers to gain classroom-teaching experience within our schools. The agreement is attached.

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**FINANCIAL INFORMATION:**

No Fiscal Impact

**RECOMMENDATION:**  
Approve the agreement between Albany Unified School District and California State University, Sacramento for placement of student teachers to gain classroom-teaching experience as required for teacher credentialing

Agreement # ED090178

**AGREEMENT FOR A  
UNIVERSITY STUDENT TEACHER EXPERIENCE  
BETWEEN  
CALIFORNIA STATE UNIVERSITY, SACRAMENTO**

Bilingual/Multicultural Education Department, Department of Teacher Education, and  
Department of Special Education, Rehabilitation, School Psychology & Deaf Studies

**Albany Unified School District**

The Agreement is entered into this 26th day of January, 2010 by and between the State of California, Trustees of the California State University, California State University, Sacramento hereinafter the "UNIVERSITY" and the **Albany Unified School District**, hereinafter called the "HOST".

**PURPOSE:** To establish that the UNIVERSITY and HOST are engaged in a partnership for the training and support of pre-service credential candidates.

**TERM:** This Agreement shall become effective as of the date of final execution and shall remain in effect for 5 years

**CANCELLATION PROVISION:** Either party may terminate this agreement by giving the other party 30 days written notice of termination.

**GENERAL TERMS AND CONDITIONS**

1. It is agreed that the HOST has facilities and programs to provide an appropriate student teaching experience for teacher credential candidates of the UNIVERSITY. Said HOST will benefit from the presence and work of the student teachers.
2. It is agreed that the UNIVERSITY has student teachers that need a hosted teacher credential student teaching experience. Said UNIVERSITY and the student teachers will benefit from the student teaching experience.
3. The UNIVERSITY AND HOST hereby agree to the following:
  - a. Subject to such reasonable rules and regulations as HOST shall from time to time adopt, HOST shall:
    - i. Participate with UNIVERSITY in planning and implementing the student teacher experience, including appropriate general site-specific HOST support and appropriate special site-specific HOST support related to enabling the student teacher(s) to complete required tasks of the Performance Assessment for California Teachers (PACT) (e.g., consensual classroom videotaping, anonymous sampling of student work, etc.) as required by Senate Bill 2042 and Senate Bill 1290;
    - ii. Have the right to require the withdrawal from HOST of any student teacher who does not comply with the requirements of the program and or the rules and regulations of the HOST, or laws affecting the HOST;
    - iii. Designate lines of authority and communication for relations between UNIVERSITY faculty and HOST personnel so as to carry out the purposes of this agreement;
    - iv. Respect and maintain the confidentiality of information furnished by the UNIVERSITY and HOST.
  - b. UNIVERSITY shall:
    - i. Participate with HOST in planning the student teaching experience including those experiences required to complete the PACT;

- ii. Recommend for student teachers only those candidates who possess a satisfactory record and have met the minimum requirements established by the State of California and the UNIVERSITY for the particular program;
  - iii. Require each candidate to conform to the health examination and background check requirements and standards of State and Federal laws and regulations;
  - iv. Designate lines of authority and communication for relations between the UNIVERSITY faculty and HOST personnel so as to carry out the purpose of the agreement;
  - v. Retain general responsibility for instruction and related matters concerning candidate participation in the student teacher training program at HOST, subject to such sharing of responsibility with HOST as shall be agreed upon by HOST and UNIVERSITY. Student teacher discipline shall be the shared responsibility of the HOST and UNIVERSITY; however the HOST retains the right to request termination of participation by any student teacher who, at the discretion of the HOST or UNIVERSITY does not comply with the requirements of the program or rules and regulations of the HOST, UNIVERSITY, and or State or Federal laws or regulations. Student teachers may also be terminated for incompetence; lack of ethics, character or any violation of the privacy standards of the HOST.
  - vi. Enforce the rules, regulations and requirements governing the student teachers participating in the student teacher program; said rules, regulations and requirements to be agreed upon by the HOST and UNIVERSITY.
  - vii. Agree that no person, staff, or student teacher shall, on the basis of race, color, religion, national origin, sex, age, or handicap condition, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this agreement. This agreement shall take into consideration the operational requirements and limitations of the HOST, and HOST shall abide by appropriate State and Federal laws governing Reasonable Accommodation and the Americans with Disabilities Act.
4. Except as specifically provided in this agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the UNIVERSITY or the HOST to each other is hereby created; consideration for this agreement is furnished by the mutual benefits and promises of the parties.
5. It is understood and agreed that HOST shall have the right to require all student teachers who desire to participate with the HOST, to authorize and consent in writing to release HOST and its representatives of liability for any and all acts performed in good faith and without malice in connection with such teaching education.
6. It is understood and agreed the HOST shall have the right to require all student teachers who are designated for participation in this training to authorize and consent in writing to the release of information by HOST and its representative to the UNIVERSITY concerning student's competence, ethics, character and performance in the program as long as such releases of information is made in good faith and without malice and to agree in writing to release HOST and all of its representative from liability for so doing.
7. Student teachers shall be informed by the HOST of the privacy regulations and standard of the HOST and shall be expected to comply.
8. This agreement shall become effective upon its execution and shall continue until 30-day advance written notice of cancellation by either party upon the other.

9. INDEMNIFICATION:
- a. The UNIVERSITY shall defend, indemnify, and hold the HOST, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the HOST, its officers, employees or agents.
  - b. The HOST shall defend, indemnify, and hold UNIVERSITY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, employees or agents.
10. INSURANCE: It is understood and agreed that the California State University, Sacramento (UNIVERSITY) is a self-insured public agency of the State of California. Accordingly, Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required. The University shall not be deemed the employer of the Student Teachers and shall not be responsible for their Workers' Compensation.
11. The Laws and Jurisdiction of the State of California shall govern this agreement.
12. NOTICE: Any notice required or permitted to be given by this agreement shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, to the appropriate recipient as follows:
- a. Notice to the UNIVERSITY:
 

California State University, Sacramento  
Procurement and Contract Services  
Attn. Suzanne Swartz  
6000 J Street  
Sacramento, CA 95819-6008
  - b. Notice to the HOST (Name & Address of contact person):
 

Albany Unified School District  
904 Talbot Ave  
Albany, CA 94706  
Attn: Lynda Hornada

In Witness and Agreement hereof we hereby affix our authorized signatures:

Attest:

By: \_\_\_\_\_

Name: Vanessa Sheared

Title: Dean - College of Education

Date: \_\_\_\_\_

Approved by:

California State University, Sacramento

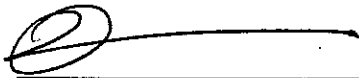
By: \_\_\_\_\_

Name: Suzanne Swartz

Title: Contract Administrator  
Procurement and Contract Services

Date: \_\_\_\_\_

HOST: Albany Unified School District

By:  \_\_\_\_\_

Name: Lynda Hornada


Title: Director of Curriculum & Instruction

Date: 1/26/2010

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:**                    **2008-09 SCHOOL ACCOUNTABILITY REPORT CARDS  
(SARC) TABLE XIII SCHOOL FINANCES DATA –  
EXPENDITURES PER PUPIL AND SCHOOL SITE  
TEACHERS SALARIES FOR ALBANY HIGH SCHOOL,  
ALBANY MIDDLE SCHOOL, MACGREGOR  
CONTINUATION HIGH SCHOOL, CORNELL, MARIN  
AND OCEANVIEW SCHOOLS**

**PREPARED BY:**    Lynda Hornada, Director of Curriculum and Instruction 

**TYPE OF ITEM:**    **CONSENT**

**BACKGROUND INFORMATION:**

At the regular Board of Education meeting on January 19, 2010 the Board approved the School Accountability Report Cards (SARC's) with the exception of Table VIII – School Finances -Expenditures Per Pupil and School Site Teachers Salaries for each school.

Attached is the recalculated Table VIII data for each school site. The following steps were used to derive the “Percent Difference between School Site and District” and “Percent Difference between School Site and State”.

school site expenditures (basic) – district expenditures(basic) = difference/district  
expenditures(basic) = percent difference between school site and district

and

school site expenditures (basic) – state expenditures(basic) = difference/state  
expenditures(basic) = percent difference between school site and state

**FINANCIAL INFORMATION:**

No fiscal impact

**RECOMMENDATION:**

Approve the 2008-09 School Accountability Report Cards Table VIII Data – School Finances – Expenditures Per Pupil and School Site Teachers Salaries for AHS, AMS, MacGregor, Cornell, Marin and OceanView Schools

P16  
TABLE VIII - SCHOOL FINANCES

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2007-08)

Albany High School

| Level  | Total Expenditures Per Pupil | Expenditures Per Pupil (Supplemental) | Expenditures Per Pupil (Basic) | Average Teacher Salary |
|--|------------------------------|---------------------------------------|--------------------------------|------------------------|
| School Site                                  | \$6,460                      | \$2,162                               | \$4,298                        | \$54,681               |
| District                                     | —                            | —                                     | \$5,443                        | \$64,086               |
| Percent Difference: School Site and District | —                            | —                                     | -21.04%                        | -14.68%                |
| State  | —                            | —                                     | \$5,512                        | \$60,994               |
| Percent Difference: School Site and State    | —                            | —                                     | -22.02%                        | -10.35%                |

Albany Middle School

| Level  | Total Expenditures Per Pupil | Expenditures Per Pupil (Supplemental) | Expenditures Per Pupil (Basic) | Average Teacher Salary |
|--|------------------------------|---------------------------------------|--------------------------------|------------------------|
| School Site                                  | \$6,570                      | \$2,737                               | \$3,833                        | \$55,487               |
| District                                     | —                            | —                                     | \$5,443                        | \$64,086               |
| Percent Difference: School Site and District | —                            | —                                     | -29.58%                        | -13.42%                |
| State  | —                            | —                                     | \$5,512                        | \$60,994               |
| Percent Difference: School Site and State    | —                            | —                                     | -30.46%                        | -9.03%                 |

Cornell Elementary School

| Level  | Total Expenditures Per Pupil | Expenditures Per Pupil (Supplemental) | Expenditures Per Pupil (Basic) | Average Teacher Salary |
|--|------------------------------|---------------------------------------|--------------------------------|------------------------|
| School Site                                  | \$6,335                      | \$1,604                               | \$4,731                        | \$58,761               |
| District                                     | —                            | —                                     | \$5,443                        | \$64,086               |
| Percent Difference: School Site and District | —                            | —                                     | -13.08%                        | -8.31%                 |
| State  | —                            | —                                     | \$5,512                        | \$60,994               |
| Percent Difference: School Site and State    | —                            | —                                     | -14.17%                        | -3.66%                 |

MacGregor High School

| Level  | Total Expenditures Per Pupil | Expenditures Per Pupil (Supplemental) | Expenditures Per Pupil (Basic) | Average Teacher Salary |
|--|------------------------------|---------------------------------------|--------------------------------|------------------------|
| School Site                                  | \$8,750                      | \$1,947                               | \$6,803                        | \$58,710               |
| District                                     | —                            | —                                     | \$5,443                        | \$64,086               |
| Percent Difference: School Site and District | —                            | —                                     | 24.99%                         | -8.39%                 |
| State  | —                            | —                                     | \$5,512                        | \$60,994               |
| Percent Difference: School Site and State    | —                            | —                                     | 23.42%                         | -3.74%                 |



Marin Elementary School

| Level  | Total Expenditures Per Pupil | Expenditures Per Pupil (Supplemental) | Expenditures Per Pupil (Basic) | Average Teacher Salary |
|--|------------------------------|---------------------------------------|--------------------------------|------------------------|
| School Site                                  | \$6,560                      | \$1,587                               | \$4,973                        | \$58,152               |
| District                                     | —                            | —                                     | \$5,443                        | \$64,086               |
| Percent Difference: School Site and District | —                            | —                                     | -8.63%                         | -9.26%                 |
| State  | —                            | —                                     | \$5,512                        | \$60,994               |
| Percent Difference: School Site and State    | —                            | —                                     | -9.78%                         | -4.66%                 |

Ocean View Elementary School

| Level  | Total Expenditures Per Pupil | Expenditures Per Pupil (Supplemental) | Expenditures Per Pupil (Basic) | Average Teacher Salary |
|--|------------------------------|---------------------------------------|--------------------------------|------------------------|
| School Site                                  | \$6,654                      | \$1,753                               | \$4,901                        | \$54,506               |
| District                                     | —                            | —                                     | \$5,443                        | \$64,086               |
| Percent Difference: School Site and District | —                            | —                                     | -9.96%                         | -14.95%                |
| State  | —                            | —                                     | \$5,512                        | \$60,994               |
| Percent Difference: School Site and State    | —                            | —                                     | -11.08%                        | -10.64%                |

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:**                    **MEMORANDUM OF UNDERSTANDING BETWEEN  
ALBANY UNIFIED SCHOOL DISTRICT AND  
UNIVERSITY OF CALIFORNIA'S RESIDENTIAL &  
STUDENT SERVICE PROGRAM**

**PREPARED BY:**        Laurie Harden, Assistant Superintendent, Business Services

**TYPE OF ITEM:**        **CONSENT**

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**BACKGROUND INFORMATION:**

University of California's Residential & Student Service Program has provided the District with an annual payment of \$63,613, to assist with costs related to serving children residing in University Village. These services have primarily been provided by the Albany Children's Center, located within University Village.

With the relocation of the Albany Children's Center programs to District-owned property, the Residential & Student Service Program agrees to continue the funding through 2014-15.

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**FINANCIAL INFORMATION:**

\$63,613, annually paid to the Albany Unified School District beginning 2009-10 and ending 2014-15.

**RECOMMENDATION:** Approve the attached Memorandum of Understanding

RESIDENTIAL AND STUDENT SERVICE PROGRAMS  
UNIVERSITY VILLAGE FAMILY HOUSING  
1125 JACKSON STREET  
ALBANY, CA 94706

**Memorandum of Understanding**

**University of California's Residential & Student Service Programs  
and  
Albany Unified School District**

The following are the terms of the agreement between the University of California's Residential & Student Services Programs (RSSP) and the Albany Unified School District (AUSD) for fiscal year 2009-10 through the fiscal year 2014-15.

***AUSD to move both the after school and the child care programs out of University Village***

The AUSD agrees to vacate the Maples after school classrooms currently being used at the University Village community center no later than March 1, 2010. Additionally, the AUSD agrees to vacate the Albany Children Center building no later than July 31, 2010.

***Funding to be provided by RSSP***

RSSP agrees to continue its annual subsidy of \$63,613 to AUSD to assist in program costs related to services provided by AUSD for children of all ages residing within University Village. Payments will be due each Fall beginning Fall 2009 and continuing through Fall 2014. The first payment due Fall 2009 has already been made.

This agreement will remain in effect through fiscal year 2014-15 (ending June 2015) and can be modified only in writing, signed by both parties.

University of California's Residential & Student Service Programs



Peter R. Hoenig, Chief Financial Officer, on behalf of  
LeNorman J. Strong, Associate Vice Chancellor, RSSP

11/30/09  
Date

Albany Unified School District

Marla Stevenson, School Superintendent

Date

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:**                    **APPROVE LEASE AGREEMENT #V000604 WITH  
DESIGNSPACE MODULAR BUILDINGS FOR THE  
LEASE OF A PORTABLE OFFICE UNIT #2529-38  
LOCATED AT 1051 MONROE STREET, ALBANY**

**PREPARED BY:**        Laurie Harden, Assistant Superintendent, Business Services

**TYPE OF ITEM:**        **CONSENT**

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**BACKGROUND INFORMATION:**

The Albany Unified School District office relocation to San Pablo and Monroe Street requires the District to enter into a lease agreement with DesignSpace for the modular building currently occupied by the Albany Police Department. The lease term is \$3,260 per month, for a minimum of 60 months. The lease commences March 1, 2010. There is a one-time relocation/reassemble fee of \$39,810.

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**FINANCIAL INFORMATION:**

The one-time relocation fee will be paid from the Deferred Maintenance Fund. Funds have been allocated for this purpose and do not affect the General Fund operating budget. The monthly lease charge will be paid with the on-going contribution from University of California's Residential and Student Services Program annual contribution (prior MOU).

**RECOMMENDATION:** Approve the DesignSpace 60-month lease agreement.



LEASE AGREEMENT NO: V000604

P21

CUSTOMER NUMBER: \_\_\_\_\_

CUSTOMER PO/REF. NUMBER: \_\_\_\_\_

RETURN EQUIPMENT TO DSMBI:

2725 Fitzgerald Drive.  
Dixon, CA 95620  
Phone: 707-678-6100

| Equipment Located At   | Contact          | Phone Number |
|--|------------------|--------------|
| San Pablo and Monroe<br>Albany, CA 94706<br><u>Zip code required</u> | Marla Stephenson | 510 558 3766 |

DESIGN SPACE MODULAR BUILDINGS, INC. (DSMBI) hereby leases the equipment specified below (the "Equipment") to:

| Lessee Name (Customer) & Address  |
|---|
| Albany Unified School District<br>904 Talbot Ave.<br>Albany, CA 94706<br><u>Billing Contact</u> |

Customer hereby leases Equipment from DSMBI for a minimum period of 60 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period. Customer agrees to pay DSMBI without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. The anticipated delivery date for the Equipment, subject to Section 3(c) on the attached page, will be on or about the 1st day of March, 2010.

| Unit No. | Serial No. | Width | Length | Monthly    | Weekly     | Daily    | Insurance Value |
|----------|------------|-------|--------|------------|------------|----------|-----------------|
| 2529-38  |            | 72    | 120    | \$3,260.00 | \$1,087.00 | \$220.00 | \$428,000.00    |

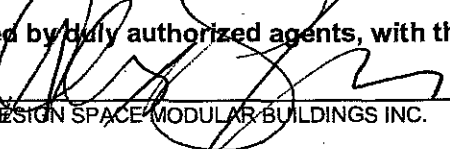
| ONE TIME CHARGES           | AMOUNT      | MONTHLY CHARGES                 | AMOUNT     |
|----------------------------|-------------|---------------------------------|------------|
| Billed At Time Of Delivery |             | BUILDING                        | \$3,260.00 |
| • RELOCATE AND ASSEMBLE    | \$39,810.00 |                                 |            |
| •                          |             |                                 |            |
| Billed At Time Of Return   |             |                                 |            |
| • RETURN DELIVERY          | **          |                                 |            |
| • UNBLOCK/TEARDOWN         | **          |                                 |            |
| • DECUSTOMIZATION          | **          |                                 |            |
| •                          |             |                                 |            |
| •                          |             |                                 |            |
|                            |             | <b>TOTAL MONTHLY (Excl Tax)</b> | \$3,260.00 |
|                            |             | <b>DOH/DMV/PPT Tax</b>          | \$130.30   |

\*\*\* Billed at current rate at Termination

| Advance Payments                      | Description of Charges / Payment to be Applied | Amount |
|---------------------------------------|--|--------|
| Applied to 1 <sup>st</sup> Invoice(s) |  |        |
| Applied to Final Invoice(s)           |  |        |

No agent, employee or representative of DSMBI has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although the parties may use Customer's purchase order number as a convenient reference for invoicing purposes. Steps not returned are billed at \$479.00/each. Keys not returned are billed at \$50.00/each.

Signed by duly authorized agents, with the intent to be legally bound, this 4<sup>th</sup> day of January, 2010.

By:   
DESIGN SPACE MODULAR BUILDINGS INC.

By:   
CUSTOMER OR AUTHORIZED AGENT

Name: Alex Sufi  
SALES REPRESENTATIVE

Name: MARLA STEPHENSON  
(Please print)

## TERMS AND CONDITIONS OF LEASE AGREEMENT

### 1. LEASE

This transaction is a lease and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not in default under this Lease.

### 2. RENTAL AND OTHER PAYMENTS

(a) The start of the lease term is the date on which DSMBI substantially completes its scope of work for installation, unless otherwise agreed to among the parties. Monthly rental will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is returned to DSMBI in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire either originally, under a renewal term or under month-to-month renewals as contemplated by this Lease, Rental and such other charges will be prorated on a daily basis where necessary. Unless otherwise specified in this Lease, charges for delivery and installation, initial month's rent and any applicable initial charges as outlined on the front of this agreement will be due and payable at the start of the lease term, and charges for teardown and return will be due and payable at the earlier of the Return Date or the End of Term. After payment of the initial month's rent, each month's rent thereafter is due and payable without demand and in advance (i) at the end of each thirty (30) day period following the commencement of the lease term, if a rental month is defined on the first page of this Lease as a thirty-day period or (ii) on the first of each month immediately following the month in which this lease commences, if a rental month is defined on the first page of this Lease as a calendar month. All other sums payable by Customer under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Customer's check drawn on its regular bank checking account or such other form of payment as is acceptable to DSMBI. All payments by Customer will be made without setoff or deduction of any kind.

(b) Customer will pay DSMBI for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by DSMBI on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation on a statewide basis of locally imposed taxes. Customer's obligations under this Subsection will survive the termination of this Lease.

(c) For Customer's convenience, DSMBI intends to issue invoices for amounts due under this Lease. If Customer fails to pay any amount due within twenty (20) days of the due date, DSMBI may impose a charge on such amount at one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is lower, from the due date until payment in full is received by DSMBI.

### 3. Delivery and Installation

(a) Customer will provide free and clear access for delivery of the Equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than six-inch (6") slope from one end to the other for safe and unobstructed installation for the Equipment. Site election is the sole responsibility of Customer. **DSMBI ASSUMES NO LIABILITY OR OFFERS ANY WARRANTY FOR THE FITNESS FOR ADEQUACY OF THE UTILITIES AVAILABLE AT THE SITE.**

(b) Customer will have sole responsibility, at Customer's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Customer's lawful operation, possession or occupancy of the Equipment, customer agrees that all certificates of title or registration applicable to the Equipment will reflect DSMBI's ownership of the Equipment.

(c) DSMBI's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond DSMBI's control (including but not limited to breaches by DSMBI's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(d) The prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges and the start date of this Lease assume accuracy of the information given to DSMBI with respect to site conditions and locations and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely or applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of DSMBI's scope of work.

### 4. Maintenance of Equipment

(a) Customer will not move or in any way modify the Equipment without written consent of DSMBI. Notwithstanding DSMBI's consent to Customer's modification of the Equipment, Customer is liable for the cost of the removal of such modification or restoration of the Equipment upon the termination of this Lease for the modified Equipment. DSMBI may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.

(b) Customer, at Customer's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. DSMBI will have the right to inspect the Equipment from time to time until the Return Date and if DSMBI believes the Equipment to be misused, abused or neglected, DSMBI may summarily remove and repossess the Equipment at Customer's cost.

(c) Customer will perform, execute and comply with all Laws, which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, Canada, any state province, municipality or other local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Customer will not make or permit any unlawful use or handling of the Equipment.

(d) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances <sup>pr 23</sup> petroleum products. (ii) Customer will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Customer will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substance during Customer's possession, DSMBI may charge Customer for the clean up or may require Customer to purchase the Equipment at the then current market price charged for an uncontaminated unit.

(e) Customer agrees that any person other than Customer or its agents, employees or invitees will not occupy the Equipment leased hereunder. The Equipment will not be used for residential or dormitory purposes.

**5. NO WARRANTY FOR MERCHANTABILITY OR FITNESS**

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED BOTH AS TO THE EQUIPMENT AND AS TO ANY INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED BY DSMBI ON THE EQUIPMENT.

**6. Limitation of Damages**

Customer does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of or in connection with this Lease. DSMBI is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Customer does hereby waive any and all claims and demands for any such loss or damage.

**7. End of Lease**

(a) Unless specified otherwise, Customer must give DSMBI sixty (60) day's prior written notice of the date on which the Equipment is to be returned.

(b) If Customer, without any further written agreement, continues to possess or occupy the Equipment after the expiration of the initial and any renewal term of Lease, with or without consent of DSMBI, Customer will then be deemed to have renewed this Lease on a month-to-month basis subject to such rate as DSMBI declares to be in effect (and in the absence of such declaration at the last monthly rate applicable to the Equipment), and DSMBI may terminate such month-to-month extensions at any time.

(c) If, at any time after the initial or any renewal term (or at DSMBI's request at any time this Lease is on a month-to-month basis), DSMBI requests the return of the Equipment, Customer will return the Equipment to DSMBI, within five (5) days, at DSMBI's designated address, at Customer's sole cost. Additional charges will apply if DSMBI must return the building and the building's path of removal is blocked, obstructed, utilities are not disconnected, require equipment beyond a truck, or impaired in any way. Missing accessories, attachments or other items, repairs of any kind and restoration to original specifications whether due to Customer alterations or otherwise will remain the sole responsibility of Customer, normal wear and tear excepted.

(d) Customer may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions of this Lease, and the Customer will pay (in addition to tear-down and return charges) the following termination charges:

i) If Customer is the first user of the Equipment: the remaining unpaid rental charges for the Minimum Lease Period;

ii) If customer is not the first user: (A) if the Minimum Lease Period ("MLP") is less than three (3) rental months, four (4) times the Adjusted Weekly Lease charge ("AWLC" the MLP is between three (3) rental months and six (6) rental months, inclusive, eight (8) times the AWLC; if the MLP is more than six (6) rental months but one (1) year or less, twelve (12) times the AWLC; if the MLP exceeds one (1) year, fourteen (14) times the AWLC for each year, or portion thereof, of the portion of the MLP cancelled.

iii) The "Adjusted Weekly Lease Charge" or "AWLC" means the Weekly Lease Charge less that portion representing amortization of any delivery, set-up, teardown, return or similar one-time charges and customer-requested modifications not provided as a separate charge under the terms of this Lease (the "Amortized One-Time Costs") In addition Customer will pay in full the unpaid Amortized One-Time Costs and rental for ancillary equipment such as steps, decks, and ramps. In no case will the termination charges be in excess of the rental charge for the remainder of MLP.

**8. Indemnification**

Customer hereby specifically indemnifies, agrees to defend and holds harmless DSMBI, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm or explosion, civil disturbance or riot or any other peril or casualty;

(b) The death of or injury to, including but not limited to, damage to the property of, any person (other than the Equipment) as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;

(c) Any act or omission of Customer in violations of this Lease;

(d) The actual or alleged storage maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and

(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment or Customer's obligations by or on behalf of DSMBI or the repossession or return of Equipment by DSMBI in accordance with the terms of this Lease.

The obligations contained in this Section 8 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 8 will apply to Losses whether they are asserted before or after the Return Date.

## 9. Insurance

- (a) Customer, at Customer's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment the following policies of insurance satisfactory to DSMBI as to the insurer and as to the form and amount of coverage, with premiums prepaid:
- Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability naming DSMBI as an additional insured.
  - Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty, naming DSMBI as a loss payee, with a maximum deductible of \$500.
- (b) Customer will deliver certificates evidencing all such insurance to DSMBI within fourteen (14) days after delivery of the Equipment to Customer's site, time being of the essence; except that, if Customer elects to enroll in the Damage Waiver Option, Customer will not have to deliver certificates of insurance to DSMBI for the type of risks covered by the Damage Waiver Option as elected by Customer. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to DSMBI.
- (c) If Customer fails to deliver the insurance certificate as required by paragraph (b) on the date required, Customer will be in default under this Lease. In addition to all the other remedies for default under this Lease, DSMBI may (i) impose upon Customer a one-time fee for insurance processing of One Hundred Dollars (\$100) and (ii) assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to DSMBI.
- (d) Obtaining insurance as described above will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that DSMBI is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease.

## 10. Damage Liability Waiver

- (a) In certain circumstances, Customer may choose to accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option"). If the Damage Waiver Option is available and Customer, in writing prior to delivery of the Equipment to the site, elects to enroll in the Damage Waiver Option, then, Section 10(b) will apply.
- (b) If the Damage Waiver Option is properly elected and so long as Customer timely pays the additional fee specified for such Damage Waiver Option, Customer will not be required, under the terms of this Lease, to carry any additional commercial property insurance as required by Section 9(a) (ii) and Customer will not be liable to DSMBI in excess of \$500 per unit of Equipment for loss or damage specified in Section 8(a), except customer will not be relieved of liability if Customer violates any other provision of this Lease or if damage results from theft, vandalism, negligence, misuse or abuse. **THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.**
- (c) Either party may cancel customer's acceptance of the Damage Waiver Option, or fees for the Damage Waiver Option may be changed upon thirty (30) days prior written notice. If the Damage Waiver Option is, for any reason, cancelled, Customer will provide to DSMBI evidence of policies of insurance as set forth in Section 9 (a) (ii), as appropriate, within ten (10) days prior to the effective date of such cancellation.
- (d) The limitation of liability under the Damage Waiver Option does not extend to the transportation of Equipment or its contents, or to steps, decks and ramps and, only extends to Equipment installed on ground level.
- (e) The Damage Waiver Option will not be binding upon DSMBI unless any loss, damage, injury or claim is reported to DSMBI in writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information in regard to such event that DSMBI reasonably requests.

## 11. Default

The occurrence of one or more of the following in clauses (a)-(e) below will constitute an Event of Default under this Lease:

- Customer fails to pay when due any rental payment or any other payment due under this Lease or fails to perform its obligations under Section 9 of this Lease;
- Customer fails to perform or observe any other term or condition under this Lease and such failure remains unremedied for more than ten (10) days after such failure to perform or observe;
- Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;
- Customer, any Control Person or any Guarantor defaults under any other agreement with DSMBI or any affiliate of DSMBI; and
- Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of DSMBI becomes worthless.

Upon the occurrence of an Event of Default, DSMBI will have the option to declare the entire balance of rent for the remainder of the stated lease term immediately due and payable and to accelerate and make immediately due and payable any other amounts owing under this Lease. DSMBI will also have the option to retake and retain any or all of the Equipment free of all rights of Customer without any further liability or obligation to redeliver any of the Equipment to Customer, and Customer hereby grants DSMBI the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. (Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration.) Customer will pay to DSMBI's on demand all fees; costs and expenses incurred by DSMBI in enforcing its all other remedies provided in the Lease or exist in at law or in equity. No action taken by DSMBI pursuant to this Section 11 or Section 13 will release Customer from Customer's covenants, obligations and indemnities provided under this Lease, including but not limited to Customer's obligation for the payment of rentals provided in the Lease. If DSMBI retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Customer or in the custody or control of Customer, DSMBI is authorized to take possession of such other property, goods or things and hold the same for Customer, at Customer's sole cost, either in DSMBI's possession or in public storage, at DSMBI's sole discretion.



**12. DSMBI's RIGHT TO CURE**

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, DSMBI may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid or the reasonable value of all services so performed.

**13. Set-Off**

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, DSMBI will have the immediate right, without notice, demand or other action, to set-off against Customer any amounts DSMBI may hold as prepayments or deposits for DSMBI liabilities to Customer whether or not then due to Customer. Unless otherwise prohibited by law, DSMBI will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Customer.

**14. Assignment, Amendment, Modification, Miscellaneous**

(a) Customer will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than DSMBI, without the prior written consent of DSMBI. DSMBI may assign this Lease and the rentals reserved under this Lease. If DSMBI makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to DSMBI under this Lease.

(b) This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease. No agreements, representations or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on DSMBI unless signed by an authorized officer of DSMBI. This Lease will be governed as to its construction, interpretation and effect by the laws of the *State of California* without regard to principles of choice of laws.

(c) In the event of any legal action or other proceeding between the parties regarding this Agreement, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.



## Albany Unified School District

### Independent Contractor Agreement

THIS AGREEMENT, made this 19<sup>th</sup> day of January, 2010 between Dan Lee, an independent contractor, (Contractor), having a principal place of business at, \_\_\_\_\_ and the Albany Unified School District ("District"), mutually agree as follows:

#### I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2010, unless sooner terminated.

#### II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement and incorporated by reference herein as Exhibit "A".
- B. Contractor shall perform within the time set forth in Exhibit "A": everything required to be performed.

#### III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$95 per hour not to exceed \$2,500. Charge will be based on a minimum of 15 minutes for a telephone consultation and one hour for a face-to-face meeting. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

#### IV. OBLIGATION OF CONTRACTOR

- A. While performing services hereunder, Contractor is an independent contractor and not an officer, agent or employee of the District.
- B. The Contractor shall provide and furnish all necessary tools, labor, materials, equipment and all transportation services as described and required to perform the services under this Agreement. The Contractor shall assume all other expenses incurred in connection with the performance of this contract and the District shall not be responsible for

payment of any other expenses. The Contractor is personally liable for among other things, taxes, personal health and car insurance. Workers' Compensation for his/her own employees and business expenses for maintaining his/her office.

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.
- Item IV-D ( ) is  is not applicable to this agreement.
- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

## V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her

claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

VI. ENTIRETY OF AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the District and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed and dated by both the Contractor and the District.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VII. ATTORNEY FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the purpose, in addition to any other relief to which the party may be entitled.

This Agreement will be governed by and construed in accordance with the laws of the State of California.

EXECUTED AT Albany, California, on the date first written above.

ALBANY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
District Superintendent

  
\_\_\_\_\_  
Independent Contractor

1/18/10 \_\_\_\_\_  
Date Social Security or Federal I.D. #

Exhibit "A"

Description of Services

Description of Services: Consultant to Albany Unified School District Food Services Department.

Assist Executive Chef in preparation for coordinated review (CRE)

Provide training in any area of National School Lunch Program Administration.

Date(s) Services to be performed:

On going for the 2009-2010 school year

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:** SUMMER SCHOOL MEAL WAIVER APPLICATION  
**PREPARED BY:** Clell Hoffman, Executive Chef  
**TYPE OF ITEM:** CONSENT

---

**BACKGROUND INFORMATION:**

Food Services is submitting an application to waive providing meals during summer school.

Upon completing CDE fiscal impact worksheets, it has been determined that operating a summer school meal service program would result in a net loss for the Food Services Department. A net loss is an allowable option for submitting a waiver request.

The summer school meal waiver application is attached.

---

**FINANCIAL INFORMATION:**

The food service program would incur a net loss if summer school meals were provided.

**RECOMMENDATION:** Approve summer school meal waiver application.

**SPECIFIC WAIVER REQUEST**

SSM-1 (Rev. 01-6-09) <http://www.cde.ca.gov/re/lr/wrl>

Page 1 of 2

Send original plus one copy to:

Waiver Office, California Department of Education  
 1430 N Street, Suite 5602  
 Sacramento, CA 95814

**SUMMER SCHOOL MEAL WAIVER  
 DISTRICT INFORMATION**

| CDS CODE |  |  |  |  |  |
|----------|--|--|--|--|--|
|          |  |  |  |  |  |

|   |        |                   |  |  |  |
|---|--------|-------------------|--|--|--|
| Local educational agency:<br>Albany Unified School District |        |                   | Contact name and recipient of approval/denial notice:<br>Clell Hoffman |  | Contact person's e-mail address:<br>choffman@ausdk12.org |
| Address:  | (City) | (State)           | (ZIP)  | Phone (and extension, if necessary):           |  |
| 904 Talbot Ave  | Albany | CA                | 94706  | (510) 558-2608<br>Fax number: (510) 528 - 6433 |  |
| Period of request: (Summer School Session)                  |        |                   | Local board approval date: (Required)                                  |  |  |
| From: June 21, 2010   |        | To: July 16, 2010 | 2/2/10   |  |  |

**LEGAL CRITERIA**

- Authority for the waiver:** *Education Code (EC) Section 49548 (a):* The State Board of Education, in order to comply with legislation findings expressed in Section 49547, shall restrict the criteria for the issuance of waivers from the requirements of Section 49550 to feed children during a summer school session. A waiver shall be granted for a period not to exceed one year with specific conditions. (New: AB 1392, Statutes of 2005)
- Education Code (EC) Section to be waived:** 49550 (*whole section*)  
 Brief description of the topic of the waiver: State Meal Mandate for meals during summer school sessions.  
 49550 (a) Notwithstanding any other provision of law, each school district or county superintendent of schools maintaining any kindergarten or any of grades 1 to 12, inclusive, shall provide for each needy pupil one nutritionally adequate free or reduced-price meal during each school day, except for family day care homes that shall be reimbursed for 75 percent of the meals served.
- Desired outcome/rationale.**  
 Our agency would like to receive a waiver of the requirement to serve meals to students at this year's summer school session for (1) school sites. We understand that we must meet one of the three conditions of EC 49548(a):  
  
**Condition One:** There is a Summer Food Service Program for Children (SFSP) within one-half mile (elementary site) or one mile (middle, junior high, or high school) and the SFSP site either: a) begins serving meals one-half hour after the summer session ends, or b) finishes serving meals one hour after the summer session; OR  
  
**Condition Two:** Serving meals during the summer school session would result in a financial loss (as specifically defined); OR  
  
**Condition Three:** The site operates summer school days of two hours or less (including breaks and recess).  
  
 ATTACH SITE INFORMATION FORM TO COMPLETE WAIVER REQUEST

**District or County Certification** – I hereby certify that the information provided on this application is correct and complete.

|  |   |       |
|--|---|-------|
| Signature of Superintendent or Designee: | Title:<br>Assistant Superintendent of Business Services | Date: |
|--|---|-------|

**FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY**

|   |                              |       |
|---|------------------------------|-------|
| Staff Name ( <i>type or print</i> ):        | Staff Signature:             | Date: |
| Unit Manager ( <i>type or print</i> ):      | Unit Manager Signature:      | Date: |
| Division Director ( <i>type or print</i> ): | Division Director Signature: | Date: |
| Deputy ( <i>type or print</i> ):            | Deputy Signature:            | Date: |



**SPECIFIC WAIVER REQUEST**

**SUMMER SCHOOL MEAL WAIVER**

**SITE INFORMATION**

SI-1 (Rev. 01/06/09) <http://www.cde.ca.gov/re/lr/wr/>  
Page 2 of 2

List all sites for this waiver request. If you check Conditions One or Two, the paperwork can be found here: <http://www.cde.ca.gov/re/lr/wr/documents/conditionone.doc> for Condition One and <http://www.cde.ca.gov/re/lr/wr/documents/updatecondition2.xls> for Condition Two. Attach additional sheets if more sites are included.

|   |   |  |
|---|---|--|
| Site Name: Albany High School   |   |  |
| Summer session at this site begins:<br>(Hrs/Min)                              | and ends:   | Total Time:                              |
| Meal time at this site for the summer session begins: 7:30am and ends: 8:30am |   |  |
| Check which condition below meets your circumstances:                         |   |  |
| Condition ONE <input type="checkbox"/>  | Condition TWO <input checked="" type="checkbox"/> | Condition THREE <input type="checkbox"/> |

|   |  |  |
|---|--|--|
| Site Name:  |  |  |
| Summer session at this site begins:<br>(Hrs/Min)                | and ends:                              | Total Time:                              |
| Meal time at this site for the summer session begins: and ends: |  |  |
| Check which condition below meets your circumstances:           |  |  |
| Condition ONE <input type="checkbox"/>                          | Condition TWO <input type="checkbox"/> | Condition THREE <input type="checkbox"/> |

|   |  |  |
|---|--|--|
| Site Name:  |  |  |
| Summer session at this site begins:<br>(Hrs/Min)                | and ends:                              | Total Time:                              |
| Meal time at this site for the summer session begins: and ends: |  |  |
| Check which condition below meets your circumstances:           |  |  |
| Condition ONE <input type="checkbox"/>                          | Condition TWO <input type="checkbox"/> | Condition THREE <input type="checkbox"/> |

|   |  |  |
|---|--|--|
| Site Name:  |  |  |
| Summer session at this site begins:<br>(Hrs/Min)                | and ends:                              | Total Time:                              |
| Meal time at this site for the summer session begins: and ends: |  |  |
| Check which condition below meets your circumstances:           |  |  |
| Condition ONE <input type="checkbox"/>                          | Condition TWO <input type="checkbox"/> | Condition THREE <input type="checkbox"/> |

For more details on the conditions, please see the California Department of Education (CDE) website at: <http://www.cde.ca.gov/re/lr/wr/othertopics.asp#summermeal>. For submission deadlines, see the Waiver Calendar for 2009.

Summer meal waivers must be received by the CDE Waiver Office no later than 30 days prior to the last regular meeting of the State Board of Education (SBE) before the commencement of the summer school session for which the waiver is sought. Therefore, please have your completed summer school meal waiver into the CDE Waiver Office by February 11, 2009 or April 6, 2009 at the latest.

P34

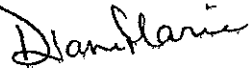
If you have questions on the waiver form, timeline or process, please call the waiver office at (916) 319-0824; if you have questions regarding the attachments to the waiver, or how to meet the waiver criteria, please contact Jennifer Sheldon, Nutrition Services Division at (916) 322-3195 or by e-mail at [jsheldon@cde.ca.gov](mailto:jsheldon@cde.ca.gov).

ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP

Regular Meeting of February 2, 2010

**ITEM:** Approve Increase to Purchase Order for Pediatric Contracting Services, Inc.

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



**TYPE OF ITEM:** Consent Calendar – Student Services

---

**BACKGROUND INFORMATION:**

Approve increase to Purchase Order P10-00324 for OT consult to District staff on providing OT services to infants. Two hours of consult at the rate of \$83.00/hour. Total cost not to exceed \$166.00.

**FINANCIAL INFORMATION:**

Funding Source: Special Education

**RECOMMENDATION:** Approve increase to P10-00324 in the amount not to exceed \$166.00.

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:** Approve Master Contract for Alpine Academy

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



**TYPE OF ITEM:** Consent Calendar – Student Services

---

**BACKGROUND INFORMATION:**

Approve one (1) Master Contract between Albany Unified School District and Alpine Academy for Educational Services for one (1) student. Cost not to exceed \$17,600.00.

---

**FINANCIAL INFORMATION:**

Funding Source: Special Education

**RECOMMENDATION:** Approve Master Contract for a cost not to exceed \$17,600.00.

RECEIVED  
601 San Gabriel Ave.

Returned 4/25/10  
as incomplete

JAN 22 2010

CONTRACT NUMBER:

2009-2010

Special Education Office  
Albany Unified School District

LEA: ALBANY UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Alpine Academy

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
MASTER CONTRACT

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

1. **MASTER CONTRACT**

This Master Contract is entered into this 19<sup>th</sup> day of December, 2009, between the Albany Unified School District (hereinafter referred to as "LEA") and ALPINE ACADEMY (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

SELPA Collaborative. The LEA is a member of the Bay Area SELPA Collaborative. Nonpublic schools and nonpublic agencies that are geographically located in one of the participating SELPAs agree to participate in this collaborative process to establish a uniform contract for identified services and standards. The established system provides NPA/Ss with an opportunity to have input to the development of the process, contract issues, etc., and a simplified, standard process for rate negotiation with the participating SELPAs. Issues listed on the Rate Schedule portion of this Master Contract may be reviewed on an annual basis upon request of the CONTRACTOR using the established Bay Area SELPA Collaborative system. CONTRACTOR agrees that the rates set forth in this Master Contract will remain unchanged from July 1 through June 30 of the term of contract, with no changes in the services provided, unless changed in a duly executed amendment to this Master Contract signed by both parties. Increases in rates will be considered on an annual basis and remain unchanged for the term of the contract from July 1 through June 30, with no changes in level of service provided without written approval by both parties.

NPA/Ss that are not geographically located in a participating SELPA should negotiate rates with their geographically corresponding SELPA(s). The LEA will contact the corresponding

|                              |                   |                 |
|------------------------------|-------------------|-----------------|
| 62. CONTRACTOR               | CONTRACTOR NUMBER | 2009-2010       |
| (NONPUBLIC SCHOOL OR AGENCY) |                   | (CONTRACT YEAR) |

Per CDE Certification, total enrollment may not exceed 50

The attached rate schedule limits the number of LEA students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in section 62.

Rate Schedule. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

|  | Rate     | Period   |
|--|----------|----------|
| A. Basic Education Program/Special Education Instruction | 160 /day | 110 days |
| Basic Education Program/Dual Enrollment*                 |          |          |

AX

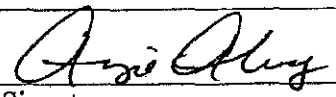
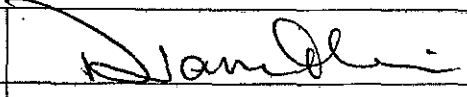
\*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

B. Related Services

|     |   |  |  |  |
|-----|---|--|--|--|
| (1) | a. Transportation - Round Trip  |  |  |  |
|     | b. Transportation - One Way   |  |  |  |
|     | c. Transportation-Dual Enrollment   |  |  |  |
|     | d. MTA  |  |  |  |
|     | e. Parent*  |  |  |  |
| (2) | a. Educational Counseling - Individual  |  |  |  |
|     | b. Educational Counseling - Group of  |  |  |  |
|     | c. Counseling - Parent  |  |  |  |
| (3) | a. Adapted Physical Education - Individual  |  |  |  |
|     | b. Adapted Physical Education - Group of  |  |  |  |
|     | c. Adapted Physical Education - Group of  |  |  |  |
| (4) | a. Language and Speech Therapy - Individual   |  |  |  |
|     | b. Language and Speech Therapy - Group of 2   |  |  |  |
|     | c. Language and Speech Therapy - Group of 3   |  |  |  |
|     | d. Language and Speech Therapy - Per diem   |  |  |  |
|     | e. Language and Speech - Consultation Rate  |  |  |  |
| (5) | a. Additional Adult Assistance - Individual<br>(must be authorized on IEP/IFSP)       |  |  |  |
|     | b. Additional Adult Assistance - Group of 2   |  |  |  |
|     | c. Additional Adult Assistance - Group of 3   |  |  |  |
| (6) | Intensive Special Education Instruction, by<br>credentialed special education teacher |  |  |  |
| (7) | a. Occupational Therapy - Individual  |  |  |  |

|      |   |  |  |  |
|------|---|--|--|--|
|      | b. Occupational Therapy – Group of 2                        |  |  |  |
|      | c. Occupational Therapy – Group of 3                        |  |  |  |
|      | d. Occupational Therapy – Group of 4 - 7                    |  |  |  |
|      | e. Occupational Therapy - Consultation Rate                 |  |  |  |
| (9)  | Physical Therapy  |  |  |  |
| (10) | a. Behavior Intervention – BII                              |  |  |  |
|      | b. Behavior Intervention – BID                              |  |  |  |
|      | Provided by:  |  |  |  |
| (11) | Nursing Services  |  |  |  |
| (12) | Other: Psychological Services other than Assessment and IEP |  |  |  |
| (13) | Home or Hospital Instruction                                |  |  |  |
| (14) | Other   |  |  |  |

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 19<sup>th</sup> day of December 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

|   |   |                                |   |
|---|---|--------------------------------|---|
| CONTRACTOR,<br>ALPINE ACADEMY   |   | ALBANY UNIFIED SCHOOL DISTRICT |   |
| Nonpublic School/Agency   |   |                                |   |
| By:   |  1/4/10 | By:                            |        |
|   | Signature Date<br>Angie Alvey, Academic Director  |                                | Diane Marie, Director of Special Education  |
|   | Name and Title of Authorized Representative   |                                | <u>1-26-10</u><br>Date  |
|   | Notices to CONTRACTOR shall be addressed to:<br>Name<br>Angie Alvey, Academic Director    |                                | Notices to LEA shall be addressed to:<br>Name: Diane Marie, Director of Special Education |
|   | Alpine Academy  |                                | Albany Unified School District  |
|   | Address: 1280 Whispering Horse Dr   |                                | Address: 601 San Gabriel Avenue   |
| City: Erda  | State: UT   | Zip: 84074                     | City: Albany  |
|   |   |                                | State: CA   |
|   |   |                                | Zip: 94706  |
| Phone: 800-244-1113   |   |                                | Phone: 510-559-6536   |
| Fax: 435-843-5416   |   |                                | Fax: 510-559-6543   |
| Email: aalvey@youthvillage.org  |   |                                | Email: diane.marie@albany.k12.ca.us   |
| Website: <a href="http://www.alpineacademy.org">www.alpineacademy.org</a> |   |                                | Website   |

# CONFIDENTIAL INFORMATION

**CONTRACT TERMS:**

1. The pupil's teacher/service provider will hold the following credential/ license:  
Mild/Moderate (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed 12 and/or the therapist/pupil ratio will not exceed \_\_\_\_\_.
3. The length of the instructional program will be consistent with the Master Contract unless otherwise specified.
4. Authorized educational services as specified in the IEP shall be provided by the CONTRACTOR under other provisions up to the amount specified.
5. Method for complying with statewide standardized assessment requirements: \_\_\_\_\_
6. Other Provisions (attachments as necessary): \_\_\_\_\_

**A. BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)**

Number of Days 110 <sup>pk</sup> x Per Diem \$ 160.00 = Total Basic Education Costs (A) \$ 17,600.00 <sup>AA</sup>  
 (Include extended school year days as appropriate to the pupil's IEP.)

**B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

|                             | SERVICE PROVIDER |       |       | TOTAL MINUTES<br>HR/PER<br>WEEK/OR SESSION | COST PER SESSION |      |     |       | # OF<br>WKS | ANNUAL MAX<br>TOTAL COST<br>FOR<br>CONTRACT<br>PERIOD |
|-----------------------------|------------------|-------|-------|--|------------------|------|-----|-------|-------------|---|
|                             | LEA              | NPS/A | OTHER |  | DLY              | WKLY | HR/ | GROUP |             |   |
| 1. O.T.                     |                  |       |       |  |                  |      |     |       |             |   |
| 2. Lang/Spch                |                  |       |       |  |                  |      |     |       |             |   |
| 3. Transport.               |                  |       |       |  |                  |      |     |       |             |   |
| 4. Counseling               |                  |       |       |  |                  |      |     |       |             |   |
| 5. P.T.                     |                  |       |       |  |                  |      |     |       |             |   |
| 6.1:1 aide<br>6/29-7/29/09  |                  |       |       |  |                  |      |     |       |             |   |
| 7.1:1 aide<br>8/29-10/30/09 |                  |       |       |  |                  |      |     |       |             |   |

MAXIMUM TOTAL RELATED SERVICES COST (B)  
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B)  
 MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES

\$ \_\_\_\_\_  
 \$ 17,600.00 <sup>AA</sup>  
 \$ 160.00



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code sections 56365, 56366, et seq.) (Page 2 of 2)

PUPIL NAME:

(Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_

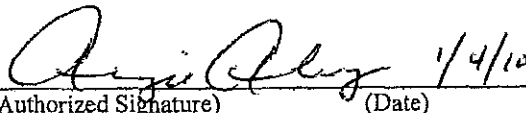
All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education Program (IEP) in accordance with this Agreement and the Master Contract, and will request an IEP review prior to any change in the service program. Pursuant to 34 CFR 300.9 and 34 CFR 300.300 parents and legal guardians are allowed, at any time subsequent to the initial provision of special education and related services to revoke their consent for special education and related services for their child /ward. Upon such revocation of consent, the responsible LEA may not continue to implement the child's last agreed upon and implemented IEP. However, the LEA must provide the parent/guardian with a 34 CFR 300.503 prior written notice before ceasing to provide the child with the special education and related services contained in his/her last agreed upon and implemented IEP. The Individual Services agreement attached to the student's last agreed upon IEP will end at the date noticed on the prior written notice and all associated nonpublic, nonsectarian school /agency services will cease as of the noticed date.

Invoices shall be submitted based on actual service provided and attendance standards addressed in the Master Contract.

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on December 19, 2009 and terminates at 5:00 p.m. on June 30, 2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

|   |            |   |        |
|---|------------|---|--------|
|  | 1/4/10     | Laurie Harden, Asst. Supt., Business Services |        |
| (Authorized Signature)  | (Date)     |   | (Date) |
| Angie Alvey   | 01/04/2010 | Laurie Harden                                 |        |
| (Type or Print Name)  | (Date)     | (Type or Print Name)                          | (Date) |
| Alpine Academy  |            | Albany Unified School District                |        |
| (Name of NPS/NPA)   |            | (Name of District; SELPA, County Office)      |        |
| 1280 Whispering Horse Dr.   |            | 904 Talbot Avenue                             |        |
| (Mailing Address)   |            | (Mailing Address)                             |        |
| Erda, UT 84074  |            | Albany, CA 94706                              |        |
| (City/State/Zip Code)   |            | (City/State/Zip Code)                         |        |

SECOND ANNUAL REPORT  
TO BOARD OF EDUCATION, AUSD  
FROM MEASURE E BOND OVERSIGHT COMMITTEE

The voters of Albany, California approved the Albany Community Pool Improvement Bond Measure E at the election held on February 5, 2008. The text of Measure E required that "the Board of Education shall establish an independent Citizens' Oversight Committee (pursuant to Education Code Section 15278 and following), to ensure bond proceeds are spent only for the school facilities projects listed in the Bond Project List." Education Code requires that the Committee present a report to the Board of Education at least once a year. The Committee presented its first Annual Report for the period ended June 30, 2008 to the School Board at its regular meeting of April 14, 2009. This is the second Annual Report, for the year ended June 30, 2009.

As of June 30, 2009, no bonds had been sold pursuant to Measure E. The attached independent auditor report confirms that there was no reportable activity as of that date. The Committee will issue its next report for the twelve months ended June 30, 2010.

Payments through June 30, 2009 for design services, site costs and demolition have been advanced from other District funds. Once those payments have been reimbursed from Measure E funds, they will be subject to this Committee's oversight.

During the year ended June 30, 2009, the Committee held regular, quarterly meetings on August 7, 2008, October 30, 2008, January 22, 2009 and April 16, 2009. At each of these meetings the Committee reviewed the design scope, budget and schedule for the projects that will be funded by Measure E. The Committee also held a special meeting on March 23, 2009 to prepare the Annual Report to the Board of Education for the period ended June 30, 2008.

Subsequent to June 30, 2009, the Committee met on August 20, 2009, October 15, 2009 and January 21, 2010. At those meetings the Committee again reviewed the design scope, budget and schedule for the projects that will be funded by Measure E. The Committee received updates on the recommendations of the Pool Committee and the Pool Sustainability Committee, demolition of the previous pool and the sale of the bonds.



Wilkinson Hadley King & Co. LLP  
CPAs and Advisors

P. Robert Wilkinson, CPA  
Brian K. Hadley, CPA

218 W. Douglas Avenue • El Cajon, CA 92020  
Tel. (619) 447-6700 • Fax (619) 447-6707

Aubrey W. King, CPA  
Richard K. Savage, CPA

December 7, 2009

Marla Stephenson, Superintendent  
Albany Unified School District  
904 Talbot Avenue  
Albany, CA 94706

Dear Ms Stephenson:

You have asked that we comment on whether or not you are required to have an audit of your Proposition 39, Measure E bond issuance for the period ending June 30, 2009.

The requirements for a financial audit are that we determine that the bond funds are deposited into an appropriate fund of the District and to examine expenditures of bond funds to ensure they were expended in accordance with the language in the ballot measure.

Since the \$10,000,000 of Measure E funds were not deposited into the District's bond building fund until July 2009 we have determined that an audit of these funds is not required for the period ending June 30, 2009.

As part of our audit engagement, we will perform the required audit during our audit of the District for the year ending June 30, 2010. Should you, for any reason, require an audit of any expenditures after the funds were deposited into your account and prior to June 30, 2010 we would be happy to provide that for you.

In conclusion, it is our opinion that an audit of the Measure E bond funds is not required until June 30, 2010.

If I can be of any further assistance to you, please do not hesitate to give me a call.

Sincerely,

P. Robert Wilkinson, CPA

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:**                   **OPEN PUBLIC HEARING ON THE INTENT TO CONVEY CERTAIN REAL PROPERTY TO THE CITY OF ALBANY FOR THE INSTALLATION OF A CURB RAMP LOCATED AT THE SOUTHWEST CORNER OF JACKSON STREET AND BUCHANAN STREET RESOLUTION 2009-10-08**

**PREPARED BY:**   Marla Stephenson, Superintendent

**TYPE OF ITEM:**   **ACTION**

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**BACKGROUND INFORMATION:**

Resolution no. 2009-10-08 requires that the Governing Board hold a public hearing upon the question of making the conveyance of the Property to the City pursuant to Education Code section 17558, at which time any interested person may appear and be heard thereon.

---

**FINANCIAL INFORMATION:**

No fiscal impact

**RECOMMENDATION:**  
Open the public hearing.

**RESOLUTION NO. 2009-10-08****BOARD OF EDUCATION OF THE ALBANY UNIFIED SCHOOL DISTRICT****RESOLUTION OF INTENTION TO CONVEY CERTAIN REAL PROPERTY  
TO THE CITY OF ALBANY FOR THE INSTALLATION OF A CURB RAMP  
LOCATED AT THE SOUTHWEST CORNER OF JACKSON STREET AND  
BUCHANAN STREET**

WHEREAS, the Albany Unified School District ("School District") is the owner of certain real property located at 1000 Jackson Street, in the City of Albany ("City"), County of Alameda, State of California, more commonly known as Ocean View Elementary School ("School"); and

WHEREAS, the City requests the conveyance by the School District of a certain portion of the property owned by the School District fronting Buchanan Street at the School, measuring no more than approximately seventy and one-half (70.5) square feet as more particularly illustrated in Exhibit A, attached hereto and incorporated by reference ("Property"), for the purposes of constructing, operating and maintaining a curb ramp located at the southwest corner of Jackson Street and Buchanan Street; and

WHEREAS, the Property belonging to the School District is not now and is not expected to be needed exclusively for classroom or other school purposes by the School District; and

WHEREAS, the curb ramp will be part of a project by the City to install a left-hand turn lane, which turn lane will improve traffic flow by and to the School, and it is therefore in the best interest of the School District to convey the Property to the City for such purposes; and

WHEREAS, Education Code sections 17556, et seq., provide that the governing board of a school district may convey to a municipal corporation real property belonging to the school district for public street purposes; and

WHEREAS, pursuant to Education Code sections 17557, before so conveying property for public street purposes, the governing board must adopt a resolution in an open meeting by a two-thirds vote of all of its members declaring the intention to convey the property.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Education Code sections 17556, et seq., it is the intention of the School District to convey in fee the Property to the City. Upon the effective date of such conveyance, the City shall assume all of the rights and obligations as fee simple owner of the Property.

BE IT FURTHER RESOLVED that the area to be conveyed to the City shall be further confirmed by survey and legal description at the City's sole cost and further confirmed by the School District prior to such conveyance.

NOW, THEREFORE, BE IT FURTHER RESOLVED that on the 19<sup>th</sup> day of January, 2010, at the hour of 7:30 p.m. or as soon thereafter as the matter can be heard that is a time not less than ten days after the adoption of this Resolution, the Governing Board shall hold a public hearing upon the question of making the conveyance of the Property to the City pursuant to Education Code section 17558, at which time any interested person may appear and be heard thereon.

BE IT FURTHER RESOLVED that notice of adoption of this Resolution be given by posting a true copy of this Resolution in three public places in the School District not less than ten days before the date of the public hearing described above.

BE IT FURTHER RESOLVED that notice of said public meeting be given by publishing a true copy of this Resolution in a newspaper of general circulation, published in the School District, or if there is none, in a newspaper published in Alameda County and having a general circulation in the School District, not less than five days before the date of the public hearing described above.

Passed and adopted on the 19<sup>th</sup> day of January, 2010, at a regular meeting of the Board of Education by the following vote:

**Ayes**

**Nays**

Miriam Walden

\_\_\_\_\_

Dr. Patricia Low

\_\_\_\_\_

Ronald Rosenbaum

\_\_\_\_\_

Paul Black

\_\_\_\_\_

I, Marla Stephenson, Clerk of the Board of Education of Albany Unified School District, hereby certify that the foregoing Resolution was duly introduced, passed and adopted by the Governing Board at a regular meeting thereof held on the 19<sup>th</sup> day of January, 2010, by a vote of 4 to 0 with one member excused.

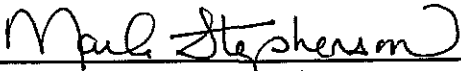
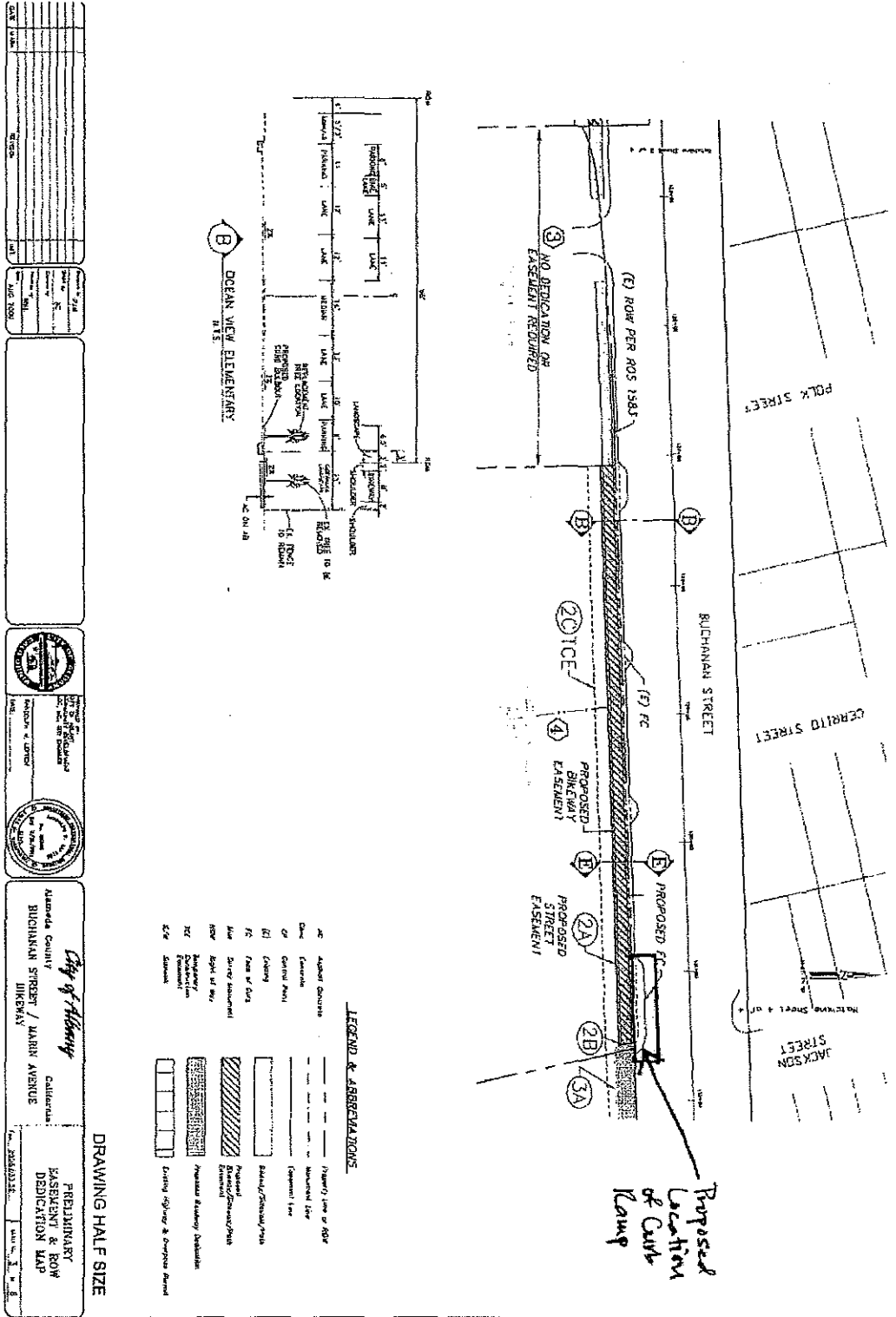
  
\_\_\_\_\_  
Marla Stephenson, Clerk  
Albany Unified School District

Exhibit A

Property Description





**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:**                   **LICENSE AGREEMENT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE USE OF LAND AT THE CORNER OF JACKSON STREET AND MONROE STREET, ALBANY**

**PREPARED BY:**       Marla Stephenson, Superintendent

**TYPE OF ITEM:**       **CONSENT**

**BACKGROUND INFORMATION:**

This agreement between AUSD and UC allows the District to locate temporary District Offices on UC owned property located on the northeast corner of Jackson Street and Monroe Street at University Village, Albany, California.

The term of this agreement is for five years with an anticipated start date of March 1, 2010. There is a year-to-year extension provided that both parties agree. The parties may elect to extend the Term of this Agreement if an extension is mutually agreeable to both parties.

AUSD will pay a total of \$45,000 over a five-year period for the use of the land. UC will pay a one-time payment of \$10,000 to the District for relocating two District-operated childcare programs from University Village to OceanView School. UC will also pay the District \$63,000 a year for a period of five years to assist the District in its general operations.

**FINANCIAL INFORMATION:**

\$45,000 over a period of five year

**RECOMMENDATION:** Approve the License Agreement between The Regents of the University of California and Albany Unified School District for the use of land at the corner of Jackson Street and Monroe Street, Albany

**LICENSE AGREEMENT  
THE REGENTS AS LICENSOR**

THIS AGREEMENT ("Agreement") is dated \_\_\_\_\_, and is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("Licensor") and THE ALBANY UNIFIED SCHOOL DISTRICT (Licensee").

WHEREAS, Licensee seeks to acquire the right to enter upon Licensor's property located on the northeast corner of Jackson Street and Monroe Street at University Village, Albany, California as shown on Figure 1 – Site Map (the "Site"), which is incorporated by reference, for the purpose specified in Paragraph 1 below.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. Use. Licensor hereby grants to Licensee, its agents, officers, contractors and employees, a non-exclusive license to enter upon and use the Site and the right of ingress and egress to and from the Site, subject to the terms and conditions herein, for the purpose of temporarily relocating the administrative operations of Albany Unified School District ("License"). The Site shall be made available to the Licensee according to the conditions specified in Addendum A to this Agreement, the terms of which are incorporated herein by reference.

2. Term. This Agreement shall be effective as of the Anticipated Delivery Date, which is scheduled to be March 1, 2010. The commencement date for the purposes of determining the date on which Licensee shall begin paying consideration to Licensor pursuant to Paragraph 3 below shall commence no sooner than July 1, 2010 ("Commencement Date"), and the term of this Agreement shall end on that certain date which is sixty (60) months after the Commencement Date, for a total term of five (5) years ("Term"). The parties may elect to extend the Term of this Agreement if an extension is mutually agreeable to both parties. Notwithstanding the foregoing, Licensee, at its option, may terminate this License at any time prior to the expiration of the Term. Upon the expiration or earlier termination of this License, Licensee shall immediately cease use of the Site.

3. Consideration. As total consideration for this License, Licensee shall pay to Licensor a total of \$45,000, subject to the following conditions: a) Licensee has been given unobstructed access to the Site by no later than March 1, 2010, and is able to construct all necessary improvements thereon; b) Licensee has not terminated this Agreement pursuant to Paragraph 2 above; and c) payment by Licensee to Licensor shall be paid to the Licensor in annual payments as outlined below:

| <u>Period</u>    | <u>Annual Payment</u> | <u>Due Date</u>                    |
|------------------|-----------------------|------------------------------------|
| 3/1/10 – 6/30/11 | \$0                   |                                    |
| 7/1/11 – 6/30/12 | \$4,500               | Payable on or before July 1, 2011. |
| 7/1/12 – 6/30/13 | \$9,000               | Payable on or before July 1, 2012. |
| 7/1/13 – 6/30/14 | \$13,500              | Payable on or before July 1, 2013. |
| 7/1/14 – 6/30/15 | \$18,000              | Payable on or before July 1, 2014. |

Payment to Licensor for any period during the Term which is less than a full year shall be prorated based upon the number of actual days Licensee is permitted to use the Site during the year at issue.

4. Conditions Applicable to License. This License is conditional upon Licensee's vacation of the facilities known as the Albany Children Center at the University Village property no later than July 31, 2010, and the vacation of the two classrooms used for the AUSD school age program (Maples) at the University Village Community Center by March 1, 2010. Upon written request from Licensee, Licensor will make a payment of \$10,000 to Licensee to contribute to the costs associated with Licensee's relocation from the two classrooms to the Site. Licensee may wish to relocate the existing play structure, the building known as "the library," and the Special Education portable structure from the area adjacent to the Albany Children Center. Licensee agrees to relocate these facilities from the property no later than July 31, 2010, or they will become the property of the Regents of the University of California. Subject to force majeure, failure of Licensee to timely vacate or relocate these premises shall constitute a breach of this Agreement. In addition, this License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way (collectively "Encumbrances") with respect to the Site, whether or not of record.

5. No Transfer or Assignment. This License is personal to Licensee and may not be assigned without Licensor's consent.

6. Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations.

7. No Interference. Licensee shall not interfere with the normal operation and activities of Licensor, and Licensee shall conduct its activities on the Site to minimize damage to the Site and inconvenience to Licensor, its agents, employees and invitees. Licensor shall not interfere with the normal operation and activities of Licensee, and Licensor shall conduct its activities adjacent to the Site to minimize damage to the Site and inconvenience to Licensee, its agents, employees and invitees.

8. Repair and Restoration. Upon the expiration or termination of this Agreement, Licensee shall leave the Site in the condition specified in Addendum A to this Agreement.

9. Breach and Cure. In the event that Licensee breaches any of its obligations under this License, Licensor shall send Licensee written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall notify Licensor in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Licensee shall diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensor shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensor shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.

10. Alteration in Writing. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

11. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensor: The Regents of the University of California  
Real Estate Services Office  
200 A&E Building  
Berkeley, CA 94720-1382  
Attention: Kevin Hufferd  
(510) 643-5314  
(510) 643-9266 Fax  
Email: hufferd@berkeley.edu

with a copy to:

The Regents of the University of California  
Capital Projects Office  
1936 University Avenue, 2<sup>nd</sup> Floor  
Berkeley, CA 94704-7027  
Attention: Eric Ellisen  
(510) 642-4690  
(510) 642-7271 Fax

Licensee: Albany Unified School District  
Attention: Maria Stephenson, Superintendent  
904 Talbot Avenue,  
Albany, CA 94706

(510) 558-3766  
 (510) 559-6560 Fax

or to such other address as either party may indicate in a written notice to the other. All notices and communications given under this Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Paragraph.

12. Indemnification.

Licensee shall indemnify, defend, and hold harmless Licensor, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with Licensee's use and activities pursuant to this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, partners, invitees or employees.

Licensor shall indemnify, defend, and hold harmless Licensee, its officers, agents, employees, Board of Education and members of the Board of Education from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with Licensor's use, ownership or management of the Site including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensor, its officers, agents, partners, invitees or employees.

13. Insurance.

13.1 Licensee's Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance, or a program of self-insurance, as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:
  - a. Each Occurrence \$5,000,000
  - b. Products/Completed Operations Aggregate \$5,000,000
  - c. Personal and Advertising Injury \$1,000,000
  - d. General Aggregate \$5,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Agreement.

2. If and to the extent Licensee or its employees drive automobiles or other motor vehicles in the course of conducting Licensee's activities at the Site, Licensee shall carry Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single of not less than Five Million dollars (\$5,000,000) per occurrence.
3. Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse Licensee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on the Site including leasehold improvements hereinafter constructed or installed.
4. Workers' Compensation as required by California law.
5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Licensor and Licensee against other insurable risks relating to performance.

The coverages required herein shall not limit the liability of Licensee.

The coverages referred to under 1. and 2. of this Paragraph 13.1 shall include Licensor as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensee, its officers, agents, and employees. Licensee, upon the execution of this License, shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten [10] days for non-payment of premium) advance written notice to Licensor of any material modification, change or cancellation of the above insurance coverages.

13.2 Waiver of Subrogation. Licensee hereby waives any right of recovery against Licensor due to loss of or damage to the property of Licensee when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured.

13.3 Licensor's Insurance. Licensor will maintain insurance, or a program of self-insurance, in amounts and coverages equal to those described in above subparagraph 13.1 and waive any right of recovery against Licensee pursuant to subparagraph 13.2 above.

14. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Site or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed.

15. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Licensor and Licensee and their respective successors and assigns.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.

18. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

19. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

20. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the day and year first above written.

**LICENSOR:**  
THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA

**LICENSEE:**  
ALBANY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_


By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Figure 1 – Site Map



 AUSD License Agreement Area



ADDENDUM A

1. Condition of Site when License begins: The Site shall be delivered to Licensee in "as-is" condition. The Site shall be made available to Licensee no later than the Anticipated Delivery Date of March 1, 2010. If Landlord does not deliver possession of the Premises to Tenant on or before the Anticipated Delivery Date, Licensee shall not be required to make any payments to Licensor as required under the Agreement nor shall Licensee's obligations hereunder commence until delivery has actually occurred. Licensor and Licensee may, by written agreement, select an alternative, possibly earlier delivery date.
2. Utilities: Licensee will be allowed to use existing utility connections, including but not limited to water, power, sewer, gas, (if available on the site), and telecommunications lines (collectively, "Utilities"), and/or to bring such services into the site from adjacent locations to provide utilities as needed. Licensor will extend and modify utilities at Licensee's expense if/as requested. As of the actual delivery date, Licensee shall pay for all utilities servicing the Premises and which Licensee is responsible for using.
3. Licensee's Improvements: The two existing City of Albany temporary structures currently on the Site will be removed by the City prior to the Anticipated Delivery Date. The Licensee will purchase the City's Police Department temporary building current just to the east of the Site and relocate it to the Site as shown on Exhibit A1. Licensee shall be responsible for installing and maintaining any on or off-site improvements necessary to serve this relocated temporary structure ("Licensee's Temporary Structure").
4. Licensee's Use of Premises: Licensor shall allow Licensee to use the Premises for administrative office and Special Education office functions. Public access via San Pablo Avenue to Monroe shall be allowed during working hours or for after hour meetings as may be necessary.
5. Security Issues: Fencing or other security improvements, such as exterior lighting or security cameras, may be added by Licensee or by Licensor upon mutual agreement and at Licensee's expense.
6. Condition of Premises when Licensee vacates: Upon the expiration or termination of the Agreement, Licensee shall remove Licensee's Temporary Structure, and cap-off and label all utilities as reasonably requested by Licensor. All paving shall remain in place. If Licensor wishes to retain any facilities or site improvements, Licensor shall notify Licensee in advance in writing. Any changes or alterations requested with respect to the conditions of the Premises shall be determined by mutual written agreement. Licensee and Licensor to document site conditions, including surrounding street and curbs, prior to Licensee's improvements to the site. Any damage to landscape, sidewalks, curbs or streets caused by Licensee shall be repaired or replaced by Licensee by no later 90 days after the Licensee vacates the premises. Subject to reasonable wear and tear, Licensee shall return the Premises to Licensor in good condition.

7. Traffic: Licensee shall use San Pablo Avenue to Monroe Street for all vehicular access to and from the Premises.
8. Parking: Licensee, its agents, contractors, employees and visitors (including service vehicles) shall be permitted to use parking located at the Premises. To the extent it is available, said parties may also use street parking on the north side of Monroe Street between 10<sup>th</sup> Street and Jackson Street, however, they shall not use parking on the south side of Monroe Street between 10<sup>th</sup> Street and Jackson Street.
9. Noise: Administrative offices shall operate only during working hours, provided however Licensee may conduct after-hour meetings at the Premises on an as-needed basis.
10. Communications: Licensor and Licensee shall timely inform each other of any changes, issues, developments or other matters that may impact Licensee's use of the Premises. Such communications shall be provided in writing to the parties at the addresses set forth in Paragraph 11 of the Agreement.

SR079544

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM: APPROVE THE FIRST DAY OF INSTRUCTION FOR  
SCHOOL YEAR 2010-11 AS AUGUST 25, 2010**

**PREPARED BY: Marla Stephenson, Superintendent**

**TYPE OF ITEM: ACTION**

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**BACKGROUND INFORMATION:**

The school calendar is negotiated by the Albany Teachers Association and the School District. The parties are currently in negotiations and expect to have a 2010-11 calendar and a 2011-12 calendar to the Board by March 2, 2010. In the meantime, the District needs to identify the first day of instruction for the 2010-11 school year. Parents and community businesses are beginning to plan for the fall. The first day of instruction for the 2010-11 school year will be August 25, 2010.

---

**FINANCIAL INFORMATION:**

No fiscal impact.

**RECOMMENDATION: Approve the first day of instruction for school year 2010-11 as August 25, 2010.**

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:**                    **APPROVE THE ALBANY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION REGULAR BOARD MEETING  
SCHEDULE FOR THE 2010-11 SCHOOL YEAR**

**PREPARED BY:**        Marla Stephenson, Superintendent

**TYPE OF ITEM:**        **ACTION**

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**BACKGROUND INFORMATION:**

The 2010-11 Board meetings will be televised on cable TV (KALB Channel 33) and online at <http://www.albanyca.org/index.aspx?page=544>.

Board meetings will be held at the Albany City Hall – Council Chambers, located at 1000 San Pablo Avenue, and are scheduled to start at 7:30 p.m..

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**FINANCIAL INFORMATION:**

No fiscal impact

**RECOMMENDATION:**  
Approve the Albany Unified School District Board of Education Regular Board Meeting Schedule for the 2010-11 School Year

**ALBANY UNIFIED SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**PROPOSED Regular Board Meeting Schedule**  
 2010-2011 School Year

Ronald Rosenbaum, President

Paul Black, Member

Dr. Patricia Low, Vice President

Miriam Walden, Member

David Glasser, Member

|             | DATE               | TIME      | LOCATION         |
|-------------|--------------------|-----------|------------------|
| Tuesday     | August 3, 2010     | 7:30 p.m. | Albany City Hall |
| Tuesday     | August 17, 2010    | 7:30 p.m. | Albany City Hall |
| THURSDAY*   | September 9, 2010  | 7:30 p.m. | Albany City Hall |
| Tuesday     | September 21, 2010 | 7:30 p.m. | Albany City Hall |
| Tuesday     | October 5, 2010    | 7:30 p.m. | Albany City Hall |
| Tuesday     | October 19, 2010   | 7:30 p.m. | Albany City Hall |
| WEDNESDAY** | November 3, 2010   | 7:30 p.m. | Albany City Hall |
| Tuesday     | November 16, 2010  | 7:30 p.m. | Albany City Hall |
| Tuesday     | December 7, 2010   | 7:30 p.m. | Albany City Hall |
| Tuesday     | January 4, 2011    | 7:30 p.m. | Albany City Hall |
| THURSDAY*** | January 20, 2011   | 7:30 p.m. | Albany City Hall |
| Tuesday     | February 1, 2011   | 7:30 p.m. | Albany City Hall |
| Tuesday     | February 15, 2011  | 7:30 p.m. | Albany City Hall |
| Tuesday     | March 1, 2011      | 7:30 p.m. | Albany City Hall |
| Tuesday     | March 15, 2011     | 7:30 p.m. | Albany City Hall |
| Tuesday     | April 5, 2011      | 7:30 p.m. | Albany City Hall |
| Tuesday     | April 19, 2011     | 7:30 p.m. | Albany City Hall |
| Tuesday     | May 3, 2011        | 7:30 p.m. | Albany City Hall |
| Tuesday     | May 17, 2011       | 7:30 p.m. | Albany City Hall |
| THURSDAY**  | June 9, 2011       | 7:30 p.m. | Albany City Hall |
| Tuesday     | June 21, 2011      | 7:30 p.m. | Albany City Hall |

\*Changed to Thursday due to Labor Day Holiday

\*\*Changed to Wednesday/Thursday due to Election Day

\*\*\*Changed to Thursday due to scheduling conflict

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:**                    **CONDUCT 1<sup>ST</sup> READING OF BOARD POLICY 1330  
AND ACCOMPANYING ADMINISTRATIVE  
REGULATION AND EXHIBIT A**

**PREPARED BY:**        Marla Stephenson, Superintendent

**TYPE OF ITEM:**        **REVIEW**

---

**BACKGROUND INFORMATION:**

The Board of Education has long endorsed the philosophy that AUSD facilities should be made available for the use of the community as long as the use does not interfere with the normal operations of the school district. Staff has recently purchased facilities management software that allows the public to request the use of facilities via our web site. With increasing numbers of requests, both the public and staff find the current Board Policy and Administrative Regulation confusing and complex. The proposed changes are made to simplify how, when and what is charged for the use of our facilities. Exhibit A brings our rental fees in line with neighboring districts.

---

**FINANCIAL INFORMATION:**

No fiscal impact

**RECOMMENDATION:** Conduct 1<sup>st</sup> Reading of Board Policy 1330 and Accompanying Administrative Regulation and Exhibit A

## Community Relations

BP 1330(a)

## USE OF SCHOOL FACILITIES

The Board of Education recognizes that district facilities are a community resource whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

(cf. 6145.5 – Student Organizations and Equal Access)

All school-related activities (clubs, class events, etc.) shall be given priority in the use of facilities under the Civic Center Act. Thereafter, the use of facilities shall be on a first-come, first-served basis in accordance to the following parameter:

1. **Free Use:** District facilities shall be granted without charge to officially recognized district student and staff groups, parent club organizations and school community advisory councils. Albany organizations including youth and adult groups committed to community service (Campfire, Scouts, League of Women Voters, etc.) senior citizen organizations and other Albany public agencies shall be included in the free use classification. Free use may also be granted for fund-raising, entertainment or meetings where admission fee charges or contributions solicited are expended for the welfare of school programs.
2. **Direct Costs Fee:** Organizations, clubs or associations organized for cultural activities, general character building or welfare purposes of Albany citizens shall pay direct cost charges, as shall organizations (including those in #1 above) requesting use for entertainment or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for District programs. Direct cost charges are listed in the adopted fee schedule. Included in this category would be fund-raising benefits for nonprofit organizations and organizations for Albany youth and adults including private social dance classes, language classes, musical organizations and sports programs.
3. **Fair Rental Value Fee:** Profit-making organizations or non-Albany based organizations, which do not qualify for free or direct cost rates shall be charged fair rental value rates in accordance with the adopted fee schedule. Included in this category might be independent dance, theater, or musical groups, private instructors or private businesses, assuming these groups would satisfy city zoning and business ordinances.

A current fee schedule may be obtained from the office of the Assistant Superintendent for Business.

*Legal Reference: (see next page)*

**USE OF SCHOOL FACILITIES (continued)***Legal Reference:*EDUCATION CODE10900-10914.5 *Community recreation programs*32282 *School safety plan*37220 *School holidays*38130-38138 *Civic Center Act, use of school property for public purposes*BUSINESS AND PROFESSIONS CODE25608 *Alcoholic beverage on school premises*MILITARY AND VETERANS CODE1800 *Definitions*UNITED STATES CODE, TITLE 207905 *Equal access to public school facilities*COURT DECISIONS*Good News Club v. Milford Central School*, (2001) 533 U.S. 98*Lamb's Chapel v. Center Moriches Union Free School District*, (1993) 508 U.S. 384*Cole v. Richardson*, (1972) 405 U.S. 676*Connell v. Higgenbotham*, (1971) 403 U.S. 207*ACLU v. Board of Education of Los Angeles*, (1961) 55 Cal. 2d 16*Ellis v. Board of Education*, (1945) 27 Cal. 2d 16ATTORNEY GENERAL OPINIONS82 *Ops. Cal. Atty. Gen.* 90 (1999)79 *Ops. Cal. Atty. Gen.* 248 (1996)*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES1101.89 *School District Liability and "Hold Harmless" Agreements*, LO: 4-89WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>



## Community Relations

BP 1330(a)

**USE OF SCHOOL FACILITIES**

~~The Board of Education recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act and as such the Board believes that the school facilities of this district should be made available for community purposes, provided that such use does not interfere with the educational program of the schools.~~

~~The Board will permit the use of school facilities when such permission has been requested in writing and has been approved by the Superintendent or designee.~~

~~Preference to competing requests will be granted according to the following order of descending priority:~~

- ~~1. Uses and groups directly related to the schools and the operations of the schools including after school recreation programs and student and teacher groups~~
- ~~2. Uses and organizations indirectly related to the schools~~
- ~~3. Community organizations formed for educational, recreational, political, economic, artistic, and moral interests~~

~~All users of school facilities must comply with the policies of this Board and the rules and regulations of this district. Individual users shall present evidence of the purchase of organizational liability insurance to the limit prescribed by such rules.~~

~~Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted by the procedure by which permission to use facilities is granted. The user of school equipment must accept liability for any damage or loss to such equipment that occurs while it is borrowed. Where rules so specify, no items of equipment may be used except by a qualified operator.~~

~~The Board shall annually approve a schedule of fees for the use of school facilities where such charges are permitted by law.~~

~~The Superintendent or designee shall develop procedures for the granting of permission to use school facilities. He/she shall distribute the policy and procedures for implementation to each user of school facilities and monitor such use to a degree sufficient to ensure that it is in conformity with those rules.~~

*Legal Reference: (see next page)*

**USE OF SCHOOL FACILITIES (continued)***Legal Reference:*EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

1800 Definitions

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONSGood News Club v. Milford Central School, (2001) 533 U.S. 98Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384Cole v. Richardson, (1972) 405 U.S. 676Connell v. Higgenbotham, (1971) 403 U.S. 207ACLU v. Board of Education of Los Angeles, (1961) 55 Cal. 2d 167Ellis v. Board of Education, (1945) 27 Cal.2d 322ATTORNEY GENERAL OPINIONS

82 Ops. Cal. Atty. Gen. 90 (1999)

79 Ops. Cal. Atty. Gen. 248 (1996)

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89

WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>

**Community Relations**

AR 1330(a)

**USE OF SCHOOL FACILITIES**

Pursuant to Education Code 38131 and 38134, the Board of Education has adopted the following rules and regulations regarding the use of district facilities:

**Priorities**

The following user priorities shall apply in recommending the use of school facilities to the Superintendent or designee:

1. Grades K-12 and other district programs, respectively, have the first priority for use of all district facilities.
2. Officially recognized District student and staff groups, parent club organizations including youth and adult groups committed to community service.
3. Public agencies and related organization
4. Organizations, clubs or associations organized for cultural activities, general character building or welfare purposes of Albany citizens shall pay direct cost charges, as shall organizations (including those in #1 above) requesting use for entertainment or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for District programs. Direct cost charges are listed in the adopted fee schedule. Included in this category would be fund-raising benefits for nonprofit organizations and organizations for Albany youth and adults including private social dance classes, language classes, musical organizations and sports programs.
5. Profit-making organizations or non-Albany based organizations, which do not qualify for free or direct cost rates shall be charged fair rental value rates in accordance with the adopted fee schedule. Included in this category might be independent dance, theater, or musical groups, private instructors or private businesses, assuming these groups would satisfy city zoning and business ordinances.

**Procedures and Guidelines for the Use of District Facilities**

1. Applications can be obtained from the Business Office or directly from the school site.
2. Applications for use of schools shall be reviewed by the Superintendent or designee who can approve such use if the requestor represents a group listed in the priorities stated above, and after conferring with the Principal.
3. As a condition of approval, the requestor shall sign an application agreeing to the following:

**USE OF SCHOOL FACILITIES (continued)**

- a. Provide a certificate of insurance against liability and property damage at an appropriate limit as shown on the Facility Use Fee Schedule.
  - b. Provide a Hold Harmless Agreement with the application.
  - c. Preserve order and decorum on the premises at all times.
  - d. Comply with all local ordinances, rules of the Board of Health, and regulations of the Police and Fire Departments.
4. All permits shall be revocable and shall not be considered as a lease, and the Board or its authorized agent may reject any application or cancel any permit. A permit is not transferable.
  5. The number of tickets sold must not exceed the seating capacity of the facility for which the permit is granted. No standing room will be allowed. Overflows of spectators will be cleared from the building by police and firefighters if such a situation should develop.
  6. If requested, the holder of a permit to use any part of the school building or grounds must provide sufficient police attendance at each performance to uphold law and order. All police officers so provided shall be either employed only during their non-duty hours or special police officers appointed by the governing body of the City of Albany. When police are to be employed by the applicant, said applicant shall advise the Superintendent or designee.
  7. Special permission must be obtained for decorating, installing scenery, moving pianos or installing any apparatus. All such material must be flameproof or fire-retardant and must be removed from the building promptly after the performance so that there will be no interference with school activities.
  8. Custodial service is provided only for access, chair/table setup, heating, lighting, ventilation and cleanup of a building. This service does not include the erecting or dismantling of scenery, equipment, or other apparatus. Custodians are not required to perform tasks or errands for the party using the building, either prior to, during, or following an event. The holder of the permit must furnish all the help necessary to arrange and run the programs, such as stage hands, ushers, ticket collectors, etc.
  9. Alcoholic beverages are prohibited in or around all school facilities.
  10. Smoking in any part of the school building or grounds is positively prohibited.
  11. A permit does not necessarily include the use of district-owned equipment such as spot lights, flood lights, moving picture apparatus, public address systems, band instruments, stage scenery, photographs, pianos, or the like.

AR 1330(c)

**USE OF SCHOOL FACILITIES (continued)**

12. Activities scheduled within school buildings must terminate in sufficient time to permit cleaning of the building.
13. Whenever any equipment, scenery, or apparatus is left after the use of a school building, the holder of the permit will be charged a fee for the removal of same. The removal will not be delayed for the convenience of the party who uses the facility.
14. Use of Cougar Field by non-AUSD groups
  - a. All applications for the use of Cougar Field must be submitted by December 1 of each year for use of Cougar Field for the succeeding January through December.
  - b. The district shall, on or before December 5 of each year, provide to the El Cerrito City Manager a complete list of the applicants who have applied to use Cougar Field for that year, including contact information.

**Fees**

The permit holder shall pay assessed fees to the Business Office immediately upon receipt of invoice. Should it become necessary for the permit holder to cancel a reserved date, the permit holder must notify the District Business Office no later than noon on the day of the event, or Friday at noon prior to a weekend event, or all necessary costs, including custodial fees (show-up time – minimum two hours), shall be forfeited to the District.

1. The following organizations, when permitted to use school facilities, shall be granted such use free of charge. Note that events requiring custodians for opening/closing and cleanup outside of normal working hours will be charged at the rate determined on the Facility Fee Schedule.
  - a. Officially recognized District student and staff groups
  - b. Groups organized to support the schools, including parent club organizations, school community advisory councils, SchoolCare, Albany Music Foundation
  - c. Albany public agencies
  - d. Albany organizations including youth and adult groups committed to community service, Girl Scouts, Boy Scouts, Camp Fire, League of Women Voters, etc.

### USE OF SCHOOL FACILITIES (continued)

- f. Groups organized to provide mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare by public agencies, including, but not limited to, the American Red Cross; and the provision of any services deemed necessary by the Board to meet the needs of the community
2. A fee in the amount not to exceed "direct costs" shall be charged to the following organizations:
    - a. Non-District sponsored student clubs and organizations
    - b. Senior citizen groups
    - c. Public agencies other than Albany
    - d. Organizations clubs, or associations organized for cultural activities and general character building or welfare purposes (included in this category would be organizations for Albany youth and adults including language classes, private music classes, art classes, etc.)
    - e. Organizations listed in #1 above requesting use for entertainment or meetings where admission fees are charged or contributions are solicited and the net receipt are not expended for District programs.
  3. A "Fair rental" value fee shall be charged to organizations that are for-profit or no Albany based organizations that do not qualify for free or direct cost rates. Included in this category are independent dance, theater, or music groups, private instructors or private businesses.

Fair rental value shall also be charged to church or religious organizations permitted to use school facilities or groups to conduct religious services on a temporary basis.

Appropriate fees may be charged to all groups for the use and operation of district equipment such as floodlights, spotlights, and public address systems.

**USE OF SCHOOL FACILITIES (continued)**

**Definitions of Types of Fees**

1. Direct Costs

Costs of supplies, utilities, custodial services, services of any other district employees, and salaries paid school district employees necessitated by the organization's use of the school facilities or grounds of the district.

2. Fair Rental Value

Direct costs to the district, plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

**DRAFT**

Community Relations

E 1330

USE OF SCHOOL FACILITIES

PLEASE SEE DISTRICT EXHIBIT IN DISTRICT OFFICE FOR  
FACILITY/CUSTODIAN FEES AND RELATED COSTS

**DRAFT**



**Community Relations**

AR 1330(a)

**USE OF SCHOOL FACILITIES**

Pursuant to Education Code 38131 and 38134, the Board of Education has adopted the following rules and regulations regarding the use of district facilities:

**Priorities**

The following user priorities shall apply in recommending the use of school facilities to the Superintendent or designee:

1. Grades K-12 and other district programs, respectively, have the first priority for use of all district facilities.
2. ~~School-related organizations (such as PTA)~~
3. Public agencies and related organization
4. ~~Groups including non-profit groups not organized to promote youth and school activities or for profit groups other than the foregoing may be permitted to use school facilities as long as the intended use is not inconsistent with school purposes and does not interfere with the educational program. The aforementioned groups shall be charged at least direct costs.~~

**Procedures and Guidelines for the Use of District Facilities**

1. Applications can be obtained from the Business Office or directly from the school site.
2. Applications for use of schools shall be reviewed by the Superintendent or designee who can approve such use if the requestor represents a group listed in the priorities stated above, and after conferring with the Principal.
3. As a condition of approval, the requestor shall sign an application agreeing to the following.
  - a. Provide a certificate of insurance against liability and property damage at an appropriate limit as shown on the Facility Use Fee Schedule.
  - b. Provide a Hold Harmless Agreement with the application.
  - c. ~~Preserve order and decorum on the premises at all times.~~
  - d. ~~Comply with all local ordinances, rules of the Board of Health, and regulations of the Police and Fire Departments.~~

**USE OF SCHOOL FACILITIES (continued)**

4. All permits shall be revocable and shall not be considered as a lease, and the Board or its authorized agent may reject any application or cancel any permit. A permit is not transferable.
5. The number of tickets sold must not exceed the seating capacity of the facility for which the permit is granted. No standing room will be allowed. Overflows of spectators will be cleared from the building by police and firefighters if such a situation should develop.
6. If requested, the holder of a permit to use any part of the school building or grounds must provide sufficient police attendance at each performance to uphold law and order. All police officers so provided shall be either employed only during their non-duty hours or special police officers appointed by the governing body of the City of Albany. When police are to be employed by the applicant, said applicant shall advise the Superintendent or designee.
7. Special permission must be obtained for decorating, installing scenery, moving pianos, or installing any apparatus. All such material must be flameproof or fire-retardant and must be removed from the building promptly after the performance so that there will be no interference with school activities.
8. Custodial service is provided only for access, chair/table setup, heating, lighting, ventilation and cleanup of a building. This service does not include the erecting or dismantling of scenery, equipment, or other apparatus. Custodians are not required to perform tasks or errands for the party using the building, either prior to, during, or following an event. The holder of the permit must furnish all the help necessary to arrange and run the programs, such as stage hands, ushers, ticket collectors, etc.
9. Alcoholic beverages are prohibited in or around all school facilities.
10. Smoking in any part of the school building or grounds is positively prohibited.
11. A permit does not necessarily include the use of district-owned equipment such as spot lights, flood lights, moving picture apparatus, public address systems, band instruments, stage scenery, photographs, pianos, or the like.
12. Activities scheduled within school buildings must terminate in sufficient time to permit cleaning of the building.
13. Whenever any equipment, scenery, or apparatus is left after the use of a school building, the holder of the permit will be charged a fee for the removal of same. The removal will not be delayed for the convenience of the party who uses the facility.

AR 1330(c)

**USE OF SCHOOL FACILITIES (continued)**

## 14. Use of Cougar Field by non-AUSD groups

- a. All applications for the use of Cougar Field must be submitted by December 1 of each year for use of Cougar Field for the succeeding January through December.
- b. The district shall, on or before December 5 of each year, provide to the El Cerrito City Manager a complete list of the applicants who have applied to use Cougar Field for that year, including contact information.
- c. If the district at any time accepts an application that was not on the annual list provided the El Cerrito City Manager or approves a use of Cougar Field by an organization (other than a district-sponsored organization) without that organization having filed an application, the district shall provide to the El Cerrito City Manager the name and contact information of the organization within seven days of accepting the application or approving the use.
- d. The district shall not approve any application for the use of Cougar Field submitted by an organization or individual for purposes other than educational or charitable purposes, which include but are not limited to, youth sports leagues and City Park and Recreation events.

**Fees**

1. The permit holder shall pay assessed fees to the Business Office immediately upon receipt of invoice. Should it become necessary for the permit holder to cancel a reserved date, the permit holder must notify the district Business Office no later than noon on the day of the event, or Friday at noon prior to a weekend event, or all necessary costs, including custodial fees (show-up time - minimum two hours), shall be forfeited to the district.
2. The following organizations, when permitted to use school facilities, shall be granted such use free of charge only when the use is during the normal working hours of the custodian:
  - a. District-sponsored student clubs and organizations
  - b. Groups organized to support the schools, including for fund-raising activities, when admission fees are charged or contributions solicited which are expended for the benefit of the district
  - c. Parent Teacher Associations

### USE OF SCHOOL FACILITIES (continued)

- d. Girls Scouts, Boy Scouts, and Camp Fire
  - e. ~~School County advisory councils established by Board action or statute and authorized by the Board~~
  - f. Groups organized to provide mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare by public agencies, including, but not limited to, the American Red Cross; and the provision of any services deemed necessary by the Board to meet the needs of the community
3. A fee in the amount not to exceed "necessary costs" shall be charged to the following organizations:
- a. ~~Non-district sponsored student clubs and organizations~~
  - b. ~~School County groups not established or authorized by the Board~~
  - c. Senior citizen groups
  - d. Public agencies
  - e. Organizations, clubs, or associations organized for cultural activities and general character building or welfare purposes (such as folk and square dancing)
4. ~~Organizations other than those specified in #2 and #3 above shall be charged "direct costs" according to the Facility Use Fee Schedule, when permitted to use school facilities, except as provided for below.~~
5. ~~"Fair rental" value shall be charged to organizations when such use is on a Saturday, Sunday, holiday, or during non-school hours, whether or not an admission fee is charged or contributions solicited and the net receipts are not expended for the benefit of the district.~~

Fair rental value shall also be charged to church or religious organizations permitted to use school facilities or groups to conduct religious services on a temporary basis. Appropriate fees may be charged to all groups for the use and operation of district equipment such as floodlights, spotlights, and public address systems.

#### Definitions of Types of Fees

1. ~~Necessary Costs~~

AR 1330(e)

**USE OF SCHOOL FACILITIES (continued)**

- a. ~~The personnel cost of opening and closing the facilities if no school employee would otherwise be available to perform that function as a part of their normal duties.~~
- b. ~~The cost of a school employee's presence during the organization's use of the facilities if the Board determines that the supervision is needed and if that employee would not otherwise be present as part of their normal duties.~~
- c. ~~The cost of custodial services if the services are necessary and would not have otherwise been performed as part of the custodian's normal duties.~~
- d. ~~The cost of utilities directly attributable to the organization's use of the facilities.~~
- e. ~~Rental of a facility by any group if event occurs on a Saturday, Sunday or holiday.~~
2. Direct Costs
- Costs of supplies, utilities, custodial services, services of any other district employees, and salaries paid school district employees necessitated by the organization's use of the school facilities or grounds of the district.
3. Fair Rental Value
- Direct costs to the district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

Community Relations

E 1330

**USE OF SCHOOL FACILITIES**

PLEASE SEE DISTRICT EXHIBIT IN DISTRICT OFFICE FOR  
FACILITY/CUSTODIAN FEES AND RELATED COSTS

**REPLACE**



## ALBANY UNIFIED SCHOOL DISTRICT

904 Talbot Avenue • Albany, CA 94706  
(510) 558-3750  
FAX: (510) 559-6560  
[www.albany.k12.ca.us](http://www.albany.k12.ca.us)

### Use of AUSD Facilities

#### Board Policy

The Board of Education recognizes that District facilities are a community resource whose primary purpose is to be used for school programs and activities. The Board authorizes the use of school facilities by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

Because the facilities are a community resource, the Board has developed policies intended to preserve the quality and useful life of the facilities, to provide access to the facilities when appropriate and available, and to also ensure that the facilities are available to the community for non-scheduled leisure/family use and enjoyment.

**Priority of Users:** All school-related activities (clubs, class and athletic events, etc.) shall be given first priority in the use of facilities under the Civic Center Act. The District's need to schedule maintenance/repair shall supersede the priority order for use of each facility. The Adult Education program and the City of Albany programs (Recreation Department sponsored programs) shall have second priority. Thereafter, the use of facilities shall be on a first-come, first-served basis in accordance with the following parameters:

**1. Free Use:** District facilities shall be granted without charge to officially recognized Albany Unified School District student and staff groups, Albany Recreation Department, parent club organizations and school community advisory councils. Free use may also be granted for fund-raising, entertainment or meetings where admission fee charges or contributions solicited are expended for the welfare of school programs.

**2. Direct Costs Fee:** Organizations, clubs or associations organized for cultural activities, general character building or welfare purposes of Albany citizens shall pay direct cost charges, as shall organizations (including those in #1 above) requesting use for entertainment or meetings where admission fees are charged or contributions are solicited and the net receipts are not expended for district programs. Albany organizations including youth and adult groups committed to community service (Scouts, YMCA, League of Women Voters, etc.) senior citizen organizations and other Albany public agencies shall be assessed direct cost fees. Direct cost charges are listed in the adopted fee schedule. Included in this category would be fund-raising benefits for nonprofit organizations and organizations for Albany youth and adults including private social dance classes, language classes, musical organizations and sports programs.

**3. Fair Rental Value Fee:** Profit-making organizations or non-Albany based organizations, which do not qualify for free or direct cost rates shall be charged fair rental value rates in accordance with the adopted fee schedule. Included in this category might be independent dance, theater, or musical groups, private instructors, or private businesses, assuming these groups would satisfy city zoning and business ordinances.

A current fee schedule may be obtained at the District Office or at the District website at:  
<http://ausd.ca.schoolloop.com/>

**Albany Unified School District**  
 904 Talbot Avenue  
 Albany, California 94706

(510) 558-3766  
 (510) 559-6560 Fax

### Facility Fee Schedule

*Liability Insurance Requirement: Prior to using the facility, the permit holder shall provide a Certificate of Insurance to the District in the amount of \$1,000,000 (one million dollars), combined single limits, with the District as an Additional Insured.*

| Facility | Direct Rental Costs | Fair Rental Costs |
|----------|---------------------|-------------------|
|----------|---------------------|-------------------|

#### Classrooms & Libraries

#### Hourly Rate

|   |         |         |
|---|---------|---------|
| Elementary Schools<br>(Marin / Cornell / OceanView) | \$16.50 | \$28.00 |
| Albany Middle School (AMS)                          | \$19.00 | \$30.00 |
| Albany High School (AHS)                            | \$19.00 | \$30.00 |

#### Kitchens

|   |         |         |
|---|---------|---------|
| Elementary Schools<br>(Marin / Cornell / OceanView) | \$25.00 | \$50.00 |
| High Schools<br>(AHS/MacGregor)                     | \$30.00 | \$60.00 |

#### Multi-Purpose Rooms

|                          |         |         |
|--------------------------|---------|---------|
| Marin/Cornell            | \$24.00 | \$50.00 |
| OceanView                | \$25.00 | \$53.00 |
| Albany High School (AHS) | \$26.00 | \$55.00 |

#### Gymnasiums/Indoor Facilities/Sport Courts

|                            |         |         |
|----------------------------|---------|---------|
| Albany Middle School (AMS) | \$42.50 | \$73.50 |
| Albany High School (AHS)   | \$42.50 | \$73.50 |
| AHS Weight Room            | \$22.00 | \$22.00 |

#### Cougar Field Sports Complex

|  |               |               |
|--|---------------|---------------|
| Football Field <i>without</i> lights/Soccer Field (artificial turf only) | \$32.00       | \$55.50       |
| Softball Field   | \$16.50       | \$28.00       |
| Track  | \$15.50       | \$27.00       |
| Restroom (weekend / flat rate)   | \$79.50 / day | \$79.50 / day |

#### Albany High School Little Theater (seats 400)

|                                 |                |                |
|---------------------------------|----------------|----------------|
| Hourly Rate                     | \$40.00        | \$70.00        |
| Stage Light / Sound System      | \$27.00 / day  | \$27.00 / day  |
| Booth with Group's Operator     | \$105.00 / day | \$105.00 / day |
| Booth with ASB Student Operator | \$15.50        | \$15.50        |

#### Equipment

|                             |                                |                                |
|-----------------------------|--------------------------------|--------------------------------|
| LCD projector with Operator | \$27.00                        | \$27.00                        |
| ASB PA system + Operator    | \$10.00 / day + \$15.00 / hour | \$10.00 / day + \$15.00 / hour |
| AMS Sound System            | \$27.00                        | \$27.00                        |
| Piano                       | \$27.00 / day                  | \$27.00 / day                  |

#### Custodial Services

|                                   |         |         |
|-----------------------------------|---------|---------|
| Custodian (2 hour minimum charge) | \$27.00 | \$27.00 |
|-----------------------------------|---------|---------|

*For information on the definition of User Groups who qualify for direct rental costs vs. fair rental costs, please refer to Board Policy 1330.*



**ALBANY UNIFIED SCHOOL DISTRICT  
FACILITY / CUSTODIAN FEES & RELATED COSTS**  
(Fees shown are per hour)

**2008-09 School Year**  
(schedule to be revised annually)

| SITE   | GROUP A<br>No Fee<br>Mon-Fri. | GROUP B<br>Necessary<br>Costs | GROUP C<br>Direct<br>Costs | GROUP D<br>Fair Market<br>Value | UTILITY<br>FEES |
|--|-------------------------------|-------------------------------|----------------------------|---------------------------------|-----------------|
| <b>Albany High School</b>  |                               |                               |                            |                                 |                 |
| Gym  |                               | \$30                          | \$60                       | \$80                            | \$9.50          |
| Multi-Purpose Room   |                               | \$10                          | \$40                       | \$50                            | \$3             |
| *Amphitheater Area (outside)   |                               |                               |                            |                                 |                 |
| Little Theater   |                               | \$20                          | \$40                       | \$50                            | \$5             |
| Cafeteria  |                               |                               |                            |                                 |                 |
| Kitchen  |                               | \$10                          | \$50                       | \$60                            | \$2             |
| Library  |                               | \$10                          | \$25                       | \$30                            | \$2             |
| Classroom  |                               | \$8                           | \$30                       | \$30                            | \$1             |
| <b>Albany Middle School</b>  |                               |                               |                            |                                 |                 |
| Gym  |                               | \$18                          | \$45                       | \$70                            | \$8.50          |
| *Courtyard (outside) area  |                               |                               |                            |                                 |                 |
| Kitchen  |                               | \$10                          | \$40                       | \$50                            | \$2             |
| Library  |                               | \$10                          | \$28                       | \$28                            | \$1             |
| Classroom  |                               | \$8                           | \$30                       | \$30                            | \$1             |
| *Playground Area   |                               |                               |                            |                                 |                 |
| *Parking Lot (small)   |                               |                               |                            |                                 |                 |
| <b>Elementary Schools</b>  |                               |                               |                            |                                 |                 |
| Multi-Purpose Room   |                               | \$8                           | \$40                       | \$50                            |                 |
| Classroom  |                               | \$8                           | \$25                       | \$30                            | \$1             |
| Library  |                               | \$10                          | \$20                       | \$28                            | \$1             |
| Kitchen  |                               | \$10                          | \$40                       | \$50                            | \$2             |
| *Playground Area   |                               |                               |                            |                                 |                 |
| <b>Cougar Field</b>  |                               |                               |                            |                                 |                 |
| Entire site (incl. snack bar)  |                               | \$30                          | \$60                       | \$80                            | \$2             |
| Track  |                               | \$8                           | \$15                       | \$20                            |                 |
| Baseball Field   |                               | \$5                           | \$20                       | \$30                            |                 |
| Soccer Field   |                               | \$10                          | \$25                       | \$40                            |                 |
| Main Field   |                               | \$20                          | \$25                       | \$35                            |                 |
| <b>Albany Pool</b>   |                               |                               |                            |                                 |                 |
| Contact Albany Pool directly:<br>510-559-6640  |                               |                               |                            |                                 |                 |
| P.A. System (schools)  |                               | \$10                          | \$20                       | \$20                            |                 |
| Audio-visual equipment   |                               | \$15                          | \$30                       | \$30                            |                 |
| <b>Custodian</b>   |                               | Prevailing<br>Rate of OT      | Prevailing<br>Rate of OT   | Prevailing<br>Rate of OT        |                 |
| <b>Certificate of Insurance<br/>Against Liability and<br/>Property Damage to be<br/>provided in amount of:</b> |                               | \$1,000,000                   | \$1,000,000                | \$1,000,000                     |                 |

Room Capacities:  
 AHS Little Theater: 294  
 AHS Gym: 1,921  
 AHS Multi-Purpose Room: 540  
 AMS Gym: 1,321  
 Cornell Multi-Purpose Room: 130  
 Marin Multi-Purpose Room: 200  
 Ocean View Multi-Purpose Room: 360

\*-Custodian charge, as necessary

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:**                    **CONDUCT 1<sup>ST</sup> READING OF BOARD POLICY 4040  
AND ACCOMPANYING ADMINISTRATIVE  
REGULATION EMPLOYEE USE OF TECHNOLOGY**

**PREPARED BY:**        Marla Stephenson, Superintendent

**TYPE OF ITEM:**        **REVIEW**

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**BACKGROUND INFORMATION:**

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The Board approved Board Policy 4040 and the accompanying Administrative Regulation as part of the FCMAT recommendations accepted by the Board in March 2009. The Board authorized a review of technology by an external evaluator in order to ascertain the District's effectiveness in managing, delivering and integrating technology into its infrastructure. Staff is making the recommendation to expand the description of activities and safeguards that the District must have in place to protect the network and hardware that employees use. Staff is also recommending that employees acknowledge that they have read Board Policy and Administrative Regulation 4040.

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**FINANCIAL INFORMATION:**

No fiscal impact

**RECOMMENDATION:** Conduct 1<sup>st</sup> Reading of Board Policy 4040 and accompanying Administrative Regulation Employee Use of Technology

All Personnel

BP 4040(a)

**EMPLOYEE USE OF TECHNOLOGY**

The Board of Education recognizes that technological resources can enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating district and school operations. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their jobs responsibilities. As needed, employees shall receive training in the appropriate use of these resources.

District employees shall be responsible for the appropriate use of technology and shall use the district's technological resources primarily for purposes related to their employment. Technological resource acquisitions, including software downloaded through the system, shall be approved by the Superintendent or designee. Employees should be aware that computer files and electronic communications, including e-mail and voice mail, are not private. Technological resources shall not be used to transmit confidential information about students, employees, or district operations without proper security measures, encryption techniques, or prior authorization from the Superintendent or designee.

The Superintendent or designee shall ensure that district computing resources with Internet access have a technology protection measure that prevents access to visual depictions that are considered obscene or child pornography and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777; 47 USC 254)

To ensure proper use, the Superintendent or designee may monitor employee use of district technology resources including electronic communications, email and voice mail systems, and stored documents or files. Monitoring may occur at any time without advance notice or consent. The Superintendent or designee shall have the right to obtain or change any passwords that are used in order to gain system access.

The Superintendent or designee shall establish administrative regulations which outline employee obligations and responsibilities related to the use of district technology. The Superintendent or designee may establish guidelines and limits on the use of technological resources. Inappropriate use may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall provide copies of related policies, regulations, and guidelines to all employees who use the district's technological resources. Employees shall be required to acknowledge in writing that they have read and understood these policies, regulations and guidelines.

*(cf. 0440 - District Technology Plan)*  
*(cf. 4032 - Reasonable Accommodation)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*

**EMPLOYEE USE OF TECHNOLOGY (continued)**

- (cf. 4331 - Staff Development)  
 (cf. 6162.7 - Use of Technology in Instruction)  
 (cf. 6163.4 - Student Use of Technology)  
 (cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)  
 (cf. 4118 - Suspension/Disciplinary Action)  
 (cf. 4218 - Dismissal/Suspension/Disciplinary Action)  
 (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

*Legal Reference:*EDUCATION CODE

- 51870-51874 Education technology  
 52270-52272 Education technology and professional development grants  
 52295.10-52295.55 Implementation of Enhancing Education Through Technology grant program

GOVERNMENT CODE

- 3543.1 Rights of employee organizations

PENAL CODE

- 502 Computer crimes, remedies  
 632 Eavesdropping on or recording confidential communications

VEHICLE CODE

- 23123 Wireless telephones in vehicles  
 23123.5 Mobile communication devices; text messaging while driving  
 23125 Wireless telephones in school buses

UNITED STATES CODE, TITLE 20

- 6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:  
 6777 Internet safety

UNITED STATES CODE, TITLE 47

- 254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 47

- 54.520 Internet open policy and technology protection measures, E-rate discounts

*Management Resources:*WEBSITES

- CSBA: <http://www.csba.org>  
 American Library Association: <http://www.ala.org>  
 California Department of Education: <http://www.cde.ca.gov>  
 Federal Communications Commission: <http://www.fcc.gov>  
 U.S. Department of Education: <http://www.ed.gov>

All Personnel

AR 4040(a)

**EMPLOYEE USE OF TECHNOLOGY****Online/Internet Services: User Obligations and Responsibilities**

Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board policy, the district's Acceptable Use Agreement, and the user obligations and responsibilities specified below.

1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep account information, home addresses, and telephone numbers private. They shall use the system only under the account number to which they have been assigned.
  - a. Substitute teachers, non-school employees or students are not to use teacher workstations (with the exception of secure web-based programs such as School Loop, which enables student aides, student office helpers, leadership students, computer and tech lab assistants and ALL other students. Employee's user ID and password are issued for protection and to ensure the security and integrity of the network. Employees will safeguard these at all times and take every precaution to ensure that they are not compromised. Employees will not use anyone else's password, nor share their password.
2. Employees shall use the system safely, responsibly, and primarily for work-related purposes.
  - a. When employees leave a classroom or office for any reason, the workstation is to be locked (press control+alt+delete and then chose "Lock Computer") or turn it off properly – not just turn off the monitor or minimize all windows. This will prevent information from being viewed by unauthorized persons.
  - b. Computer viruses can be passed from one computer to another through infected media (disks, CD's, flash drives", etc.). Employees are to exercise caution.
  - c. Employees that submit their e-mail address to non-work related sites, replying to "spam" unsolicited commercial e-mail), and clicking on "pop-up" advertisements may make their workstation vulnerable to malicious software and the receipt of more spam, will, therefore avoid such actions.
3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

**EMPLOYEE USE OF TECHNOLOGY (continued)**

4. Employees shall not use the system to promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.

*(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)*

5. Employees shall not use the system to engage in commercial or other for-profit activities without permission of the Superintendent or designee.
6. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Employees may download copyrighted material only in accordance with applicable copyright laws.

*(cf. 6162.6 - Use of Copyrighted Materials)*

7. Employees shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or forge other users' email.
8. Employees shall not develop any classroom or work-related web sites, web logs, forums, or similar online communications representing the district or using district equipment or resources without permission of the Superintendent or designee. Such sites shall be subject to rules and guidelines established for district online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of web logs (or "blogs") any such site shall include a disclaimer that the district is not responsible for the content of the messages. The district retains the right to delete material on any such online communications.

*(cf. 1113 - District and School Web Sites)*

9. Users shall report any security problem or misuse of the services to the Superintendent or designee.

All Personnel

BP 4040(a)

**EMPLOYEE USE OF TECHNOLOGY**

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**EMPLOYEE USE OF TECHNOLOGY (continued)**

(cf. 4331 - Staff Development)  
 (cf. 6162.7 - Use of Technology in Instruction)  
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All Personnel

AR 4040(a)

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2. Employees shall use the system safely, responsibly, and primarily for work-related purposes.
3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race, ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs.

*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 4031 - Complaints Concerning Discrimination in Employment)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

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**EMPLOYEE USE OF TECHNOLOGY** (continued)

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*(cf. 1113 - District and School Web Sites)*

9. Users shall report any security problem or misuse of the services to the Superintendent or designee.

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM:** CONDUCT 1<sup>ST</sup> READING OF BOARD POLICY  
SECTION 5000 – STUDENTS (UNDER SEPARATE  
COVER)

**PREPARED BY:** Marla Stephenson, Superintendent

**TYPE OF ITEM:** Review and Discussion

**BACKGROUND INFORMATION:**

Per Education Code the Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

The Board shall review the newly adopted policies on Instruction and suggest any revisions that are presented for a first and second reading prior to adoption. Board-requested changes or revisions will be made prior to the second reading at the next scheduled regular board meeting. Policies will be presented for 2<sup>nd</sup> reading and adoption.

**FINANCIAL INFORMATION:**

No fiscal impact

**RECOMMENDATION:**

It is recommended that the Governing Board:

- (1) Accept for a first-reading board policy section 5000 – Students, administrative regulations and/or exhibits.
- (2) Direct the Superintendent or her designee to further refine the documents as necessary and return them for a second reading at the February 18, 2010 meeting at which time the Governing Board will vote to adopt, approve or delete them as recommended.

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of February 2, 2010**

**ITEM: BOARD OF EDUCATION GOVERNMENTAL ADVOCACY  
AND OUTREACH**

**PREPARED BY:** Marla Stephenson, Superintendent

**TYPE OF ITEM:** DISCUSSION

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**BACKGROUND INFORMATION:**

Albany Board of Education has expressed a desire to be effective advocates both locally and on behalf of all California children. There is a desire to coordinate Board member efforts to advocate on public education issues of concern to our community.

*Board Policy 9000(c) Role of the Board states:*

“Providing community leadership and advocacy on behalf of students, the District’s educational program, and public education in order to build support within the local community and at the state and national levels.”

I have listed some topics for Board discussion. I expect there will be legislation introduced this spring and initiatives on the November ballot that will affect public education.

**Advocacy**

Be informed and know the issues.

Build community relationships.

**Work with Your Legislator**

Get to know our legislator. Have regular contact regarding key issues.

Invite our legislator on a tour of our schools

Inform our legislator by sending District Office news releases

Visit our legislator and their staff. Staff can be our advocate.

Serve as a local expert. Be our legislator’s education expert.

Support your legislator. Offer public support on legislation you favor.

**Media Relations**

Have staff issue news releases, hold press conferences or make frequent calls to our local education reporter to keep them informed of education issues.

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**FINANCIAL INFORMATION:**

No fiscal impact

**RECOMMENDATION:** Discuss Board of Education Governmental Advocacy and Outreach.

