

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

REGULAR MEETING

Albany Community Center

1249 Marin Avenue

Albany, CA 94706

TUESDAY

August 18, 2009

A G E N D A

- I. OPENING BUSINESS** **5:30 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** **5:35 p.m.**
- A) With respect to every item of business to be discussed in Closed Session Pursuant to Education Code Section 35146, Student Personnel Matters, Student ID# 207181
 - B) With respect to every item of business to be discussed in Closed Session Pursuant to Education Code Section 54957: Personnel Assignment Order and Consent Calendar.
- Certificated**
- 1. Corrections - none
 - 2. Extra Assignment – none
 - 3. Leave – none
 - 4. New Hire
 - a. Substitute Teacher
 - b. Teacher
 - 5. Resignation
 - a. Library Media Specialist
 - b. Teacher
 - 6. Termination – none
- Classified**
- 1. Extra Assignment – none
 - 2. Leave – none
 - 3. New Hire

- a. Secretary II
 - b. Women's Golf Coach
- 4. Resignation – none
- 5. Status Change – none
- 6. Termination – none
- C) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54956.9: Settlement Employee ID# 1388
- D) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54956.9: Settlement Employee ID# 1597
- E) 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:
 - 1. California School Employees Association (CSEA)
 - 2. Albany Teachers Association (ATA)
 - 3. SEIU Local 1021
- F) Government Code Section 54957: Personnel Assignment Order and Consent Calendar Superintendent's Evaluation

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) June 30, 2009 – Special Board Meeting
- b) June 30, 2009 – Regular Board Meeting

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. Substitute Teacher
 - b. Teacher
- 5. Resignation
 - a. Library Media Specialist
 - b. Teacher
- 6. Termination – none
- b) **Classified Personnel – Public Employee Assignment, Appointment Employment, Leave Requests:**
 - 1. Extra Assignment – none
 - 2. Leave – none
 - 3. New Hire
 - a. Secretary II
 - b. Women's Golf Coach
 - 4. Resignation – none
 - 5. Status Change – none
 - 6. Termination – none

- 3. **Personnel**
 - a) Declaration of Need for Fully Qualified Educators Pg 6
- 4. **Curriculum and Instruction**
 - a) Approve Student Teaching Agreement Between St. Mary's College and Albany Unified School District Pg 9
 - b) Approve the Independent Contractor Agreement for Carmen Burks BTSA Liaison and Mentor Pg 14
- 5. **Business and Operations**
 - a) Approve the Independent Contractor Agreement for Mary Townsend for Facilitating the AUSD Strategic Planning Process Pg 22
 - b) Approve Alameda County School Insurance Group JPA Agreement Pg 28
 - c) Approve Cougar Field Sound Fence Contract Change Order #2 – Fencecorp Inc Pg 38
- 6. **Student Services**
 - a) Approve one (1) Master Contract between Albany Unified School District and Starfish Therapies and one (1) Individual Service Agreement for Physical Therapy Services at a cost of \$105.00/hour for the following student, identified by District ID number, at a cost not to exceed \$6,300.00 (Funding Source: Special Education) Pg 40
 - b) Approve one (1) Master Contract between Albany Unified School District and Center for Early Intervention on Deafness (CEID) and one (1) Individual Service Agreement for specialized Pg 46

- instruction at school for deaf/hearing impaired preschool student at a cost of \$160.00/day Basic Educational Care, \$85.00/hour for Occupational Therapy services, \$94.00/hour for Speech and Language services the following student, identified by District ID#, at a cost not to exceed \$43,990. (Funding Source: Special Education)
- c) Approve one (1) Master Contract between Albany Unified School District and Children's Learning Center for educational Services for three (3) students, at a cost not to exceed \$101,475.00. (Funding Source: Special Education) Pg 52
 - d) Approve one (1) Master Contract between Albany Unified School District and Partnership for Augmentative Communication and Technology (PACT) for specialized augmentative and assistive technology services at a rate of \$95.00/hour for one (1) student at a cost not to exceed \$2,280.00. (Funding Source: Special Education) Pg 62
 - e) Approve increase in purchase order PO9-00224 for Agreement between Albany Unified School District and Quality Behavioral Outcomes (QBO) for specialized behavior intervention services at a cost of \$110.00/hour not to exceed an additional \$700.00 (Funding Source: Special Education) Pg 68
 - f) Approve increase in purchase order PO9-00229 for an amount not to exceed an additional \$1,190.00 for Independent Contractor Agreement between Albany Unified School District and Marywin Deegan at a cost of \$110.00/hour, for Assistive Technology services for one student (Funding Source: Special Education) Pg 69

V. STUDENT BOARD MEMBERS

None

VI. STAFF REPORTS

A) Summer School/Extended School Year Update – Oral Report

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) Approve the Safe School Plans for 2009-2010 Pg 70
- B) Approve One Student Appointment to the City of Albany Social and Economic Justice Commission Pg 115
- C) Conduct the Second Reading of the Text – Environment - 6th Edition for the Albany High School AP Environment Science Course and Approve the Adoption Pg 117
- D) Approve Resolution of Honoring Barry Shapiro: In Recognition of His Services on the Albany Unified School District Board of Education Pg 118
- E) Approve the Posting of Two Vacancies Due to Expiration of Term Pg 120

Limits to Serve on the Citizen Bond Oversight Committee for Measure A

IX. REVIEW AND DISCUSSION ITEMS

- A) 1st Reading of Board Policy Update/Revision Section 7000 – Facilities Pg 121

X. BOARD AND SUPERINTENDENT COMMENTS

- A) Board/Community Communication

XI. FUTURE AGENDA ITEMS

- A) Strategic Plan Update
- B) Williams Quarterly Report
- C) High School Health Class Waiver Report
- D) Enrichment Update
- E) Technology Report
- F) STAR Report
- G) Pool Update

XII. FUTURE BOARD MEETINGS

- A) Tuesday, September 1, 2009, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- B) Tuesday, September 15, 2009, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- C) Tuesday, October 6, 2009, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin 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

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 given forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).



State Of California
Commission On Teacher Credentialing
Certification, Assignment and Waivers Division
Box 944270
Sacramento, CA 94244-2700

Telephone:
(916) 445-7254 or (888) 921-2682
E-mail: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- ☒ Original Declaration of Need for year: 09-10
☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Albany District CDS Code: 61127
 Name of County: Alameda County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 18 / 09 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2010.

Submitted by (Superintendent, Board Secretary, or Designee):

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

<i>Mailing Address</i>		

<i>E-Mail Address</i>		

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County Albany County CDS Code 01

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2010.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Cynthia Attiyeh

HR Admin

510-559-6560

510-558-3757

8-18-09

904 Talbot Ave. Albany, CA 94706

cynthia.attiyeh@albany.k12.ca.us

Mailing Address

E-Mail Address

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD (applicant already holds teaching credential)	10
BCLAD (applicant already holds teaching credential)	3
List target language(s) for BCLAD: Spanish	
Resource Specialist	5
Teacher Librarian Services	3
Visiting Faculty Permit	1

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	15
TOTAL	4

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. Internships are handled through Commission-approved programs; below

Does your agency participate in a Commission-approved college or university internship program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 0

If yes, list each college or university with which you participate in an internship program.


Chapman University; Alliant University; CSU, Tauro, University of Phoenix

If no, explain why you do not participate in an internship program.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: **STUDENT TEACHING AGREEMENT BETWEEN ST MARY'S
COLLEGE AND ALBANY UNIFIED SCHOOL DISTRICT**

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction 

TYPE OF ITEM: *Consent*

BACKGROUND INFORMATION:

Attached is a student teaching agreement between St. Mary's College and the Albany Unified School District. The agreement allows St. Mary's to place student teachers at our sites in order to meet their field practice requirements.

FINANCIAL INFORMATION:

No Fiscal Impact

RECOMMENDATION:

Approve the Student Teaching Agreement between St. Mary's College and Albany Unified School District



SAINT MARY'S COLLEGE
of California

SAINT MARY'S COLLEGE OF CALIFORNIA STUDENT TEACHER PLACEMENT AGREEMENT

This Agreement ("Agreement") is made by and between Saint Mary's College of California ("Saint Mary's"), a non-profit public benefit corporation and Albany City Unified School District of Alameda County ("Institution") on this 2nd day of July 2009 ("Effective Date").

RECITALS

WHEREAS, Saint Mary's desires to place Saint Mary's students enrolled in teacher training curricula and/or Saint Mary's students enrolled in counselor training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching or counseling experience as an important element of Students' education and training by Saint Mary's Kalmanovitz School of Education; and

WHEREAS, Saint Mary's is accredited by the California Commission on Teacher Credentialing ("CCTC") as a teacher and counselor education institution that enrolls Students in a teacher training and/or a counselor education curriculum and Institution benefits from the services and assistance of Students in Institution's teaching and counseling environments; and

NOW, WHEREFORE, it is mutually agreed between the parties hereto as follows:

TERMS

1. Incorporation of Recitals

The Recitals appearing above are admitted by the parties to be true and correct and are incorporated into this Agreement as if fully set forth herein.

2. Term

This Agreement is effective as of the Effective Date and covers all applicable instructional periods commencing on or about the fifteenth day of August 2009 and ending before the fifteenth day of August 2010.

3. Definitions

- 3.1 *"Student Teaching"* means active participation in the duties and functions of classroom teaching under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the Institutions or classes in which practice teaching is provided. *"Student teaching"* further means, as appropriate, *"School Counseling Field Experience"* which is the active participation in the duties and function of school counseling under the supervision and instruction of Institution's employees who hold valid credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as counselors in Institution classrooms and programs in which counseling field experience is provided.

- 3.2 *"Location"* means any applicable Institution site or campus when Institution is a public school district with multiple locations or campuses on which Student Teaching will occur. If Institution is located on a single campus, such as an independent school, a private school, or a public institution located on a single site, then *"Location"* shall be read to mean *"Institution"*.
- 3.3 *"Master Teacher"* means the Institution teacher or school counselor, holding a valid credential or license issued by or approved by the CCTC, who is or will be providing supervision to Students assigned to the Location. Also referred to as *"Field Supervisor"* in the context of counseling.

4. Parameters

- 4.1 Institution and Saint Mary's shall, from time to time, adjust the number of Students per semester that will be placed in Institution.
- 4.2 Saint Mary's shall pay to Institution a fee of twenty-five dollars (\$25.00) per semester unit of experience provided to Students placed at Institution Location(s). Invoices must be received at the School of Education by June 1, 2010 to be eligible for payment.

5. Obligation of Institution

- 5.1 Institution shall provide Students with hands-on experience through Student Teaching in an appropriate classroom environment.
- 5.2 Institution shall ensure that Students are supervised when at the assigned Location. Institution shall ensure that each Student is provided with adequate opportunity to complete all Student Teaching requirements, of the Saint Mary's credential program, necessary for the Student to earn his/her semester units.

6. Obligation of Saint Mary's

- 6.1 Saint Mary's may consult with the Principal or Vice Principal at the Location, as well as consulting with the prospective Master Teachers/Field Supervisors regarding the placement of Students at Institution Location(s).
- 6.2 The assignment of a Student to practice teach or counsel at an Institution location shall be deemed to be effective for the purpose of this Agreement as of the date the student presents to the proper authorities of Institution the placement verification form or other document given to the student by Saint Mary's effecting such assignment, but not earlier than the date of such assignment as shown on such form or other document measuring the amount of supervision provided.

7. Fee Computation

Saint Mary's will accept invoices by Institution periodically throughout the term of this Agreement and Saint Mary's shall make payments in accordance with the invoice terms. However, before closing the assignment of each student teacher, **but no later than June 1, 2010**, Institution shall submit to Saint Mary's any final invoices for payment.

8. Termination

This Agreement may be terminated for any reason or without reason by either party by providing (30) thirty-calendar day's advance written notice of the Termination to the other party. Upon termination of this Agreement, all fees shall be prorated to reflect only those services rendered and shall be invoiced as contemplated under the terms of this Agreement.

Institution, for good cause, may refuse to accept for Student Teaching any Student that Saint Mary's proposes to assign to Institution. Institution, for good cause and after consultation with Saint Mary's, may terminate the assignment of any Student assigned to Institution. The termination of any individual Student shall not terminate this Agreement and Saint Mary's may, during the term of this Agreement, seek to assign additional or different Students to Institution.

9. Applicable Laws, Codes and Regulations

- 9.1 Saint Mary's, upon written request and upon receipt of appropriate materials, will instruct students on applicable state and federal law relating to unlawful discrimination, including harassment. Institution shall clearly indicate to Saint Mary's any laws, codes, or regulations of which Saint Mary's students must be informed.
- 9.2 Institution warrants that it and its facilities comply with all applicable laws, codes, and regulations that pertain to the operation of an educational facility, including but not limited to laws and regulations concerning unlawful discrimination, harassment, and accessibility.

10. Relationship of Parties

This Agreement shall not be construed to make the parties partners, joint ventures, brokers, employees, principal, or agent, nor shall either party hold itself contrary to these terms and neither party shall be bound by any representation, act, or omission of the other.

11. Indemnity

- 11.1 Saint Mary's agrees to defend, indemnify and hold harmless Institution against all claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts of Saint Mary's.
- 11.2 Institution agrees to defend, indemnify and hold harmless Saint Mary's from any claims, suits, liabilities and costs, including but not limited to, reasonable attorneys' fees, for claims or suits arising out of or related to the negligence or intentional wrongful acts or omissions of Institution or its employees.

12. Assignment

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, successors, and assigns of both parties.

13. Notices

All notices or correspondences regarding this Agreement shall be directed to the following addresses:

If to Saint Mary's:

Attn: Vince Nicosia
 Saint Mary's College of California
 P. O. Box 4350
 Moraga, CA 94575-4350
 Telephone: (925) 631-4135
 Facsimile: (925) 376-8379

If to Institution:

Attn: Lynda Hornada
Albany Unified School District
904 Talbot Ave
Albany CA 95006
Dept. of Curriculum & Instruction

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue to be had in the Superior Court of Contra Costa County, for any lawsuits or disputes between the parties arising from or incident to this Agreement.

15. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended only upon the prior written agreement of the parties.

16. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, that shall not affect the validity and enforceability of the remaining portions of this Agreement.

17. Non-Waiver

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

WHEREFORE, each party has caused this Agreement to be executed, in no fewer than two (2) counterparts, on their behalf personally or by a duly authorized representative, all as of the Effective Date of this Agreement.

SAINT MARY'S:

 Peter A. Michell, Vice President for Finance
 Saint Mary's College of California

Date: _____

INSTITUTION: _____

Lynda Hornada
Director of Curriculum & Instruction
Albany USD

Date: 8/5/09

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

**ITEM: APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT FOR
CARMEN BURKS BTSA LIAISON AND MENTOR**

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction 

TYPE OF ITEM: *Consent*

BACKGROUND INFORMATION:

Carmen Burks will provide services as the BTSA Liaison and Mentor.

FINANCIAL INFORMATION: Not to Exceed \$9000.00 for the 2009-10 school year

RECOMMENDATION:

Approve the Independent Contractor Agreement for Carmen Burks

**Albany Unified School District
Independent Contractor Agreement**

THIS AGREEMENT, made this 13th day of August 2009 between Carmen Burks, an independent contractor ("Contractor") having a principal place of business at 935 Natoma Court, Walnut Creek, CA 94596, 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 \$5000 for BTSA Liaison Services + \$1000 Per Participating teacher mentored by Mrs. Burks not to exceed 4 participating teachers. 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 (X) 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 own cost, expense and risk, shall defend any and all actions, suits or other

legal proceedings that any be instituted against the District for any such 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

Carmen Durks
Independent Contractor

8/13/09
Date

Social Security or Federal I.D. #

Exhibit "A"**Description of Services****Description of Services:**

Mrs. Burks will provide services as the BTSA Liaison for Albany USD for \$5000.00. The amount will be disbursed in two payments in the winter and spring of the 2009-2010 school year. (See Exhibit A1 for job description)

Mrs. Burks will provide services as a BTSA mentor for Albany USD for \$1000.00 per participating teacher that she mentors during the 2009-10 school year. The amount will be disbursed in two payments in the winter and spring of the 2009-2010 school year (See Exhibit A2 for job description)

Total amount not to exceed \$9000.00

Exhibit "A"

Exhibit A1

District Liaison Commitment
CCCOE/SMC BTSA Induction Program 2009-2010

Name: Carmen Burks
District: Albany Unified School District
District Title: District Liaison
School e-mail: carmen.burks@albany.k12.ca.us **Home e-mail:** burks_carmen@yahoo.com

I am applying for Liaison:

- I am knowledgeable and understand what is necessary to be able to implement the CCCOE/SMC BTSA Induction Program
- I am knowledgeable about the state adopted academic content standards and performance levels for student, preliminary teacher preparation, induction, and ongoing professional development, and have a commitment to teacher education that spans organizational boundaries
- I will continue to participate in ongoing professional development, research, and related technical support activities

Responsibilities of a Liaison:

- Support Induction Program goals and objectives at the district level
- Plan/schedule Participating Teachers and Support Provider meetings sponsored by the district
- Participate in the identification and selection process of Participating Teacher/Support Provider/Site Administrator Triads
- Participate in Induction District Coordinator/Liaison meetings and attend other Induction events
- Participate in and support program - training activities for Liaisons, Support Providers, and Participating Teachers as appropriate
- Maintain records and reports
- Assist in program evaluation
- Serve as a link between Participating Teachers, Induction District Coordinators, and CCCOE Induction Consortium Coordinator
- Assist in the implementation of the SB 2042 Standards

Signature: _____

Carmen Burks

Date: _____

8/13/09

Mentor Letter of Commitment
CCCOE/SMC BTSA Induction Program 2009-2010

Mentor Responsibilities

- Complete 7 ½ days of the UC Santa Cruz/New Teacher Center Formative Assessment System Professional Development Training (subject to budget cuts)
 - o Year 1 = 4 ½ days, Year 2 = 3 Days, Year 3+ = ½ Day
- Attend 3 mentor professional development seminars or Friday mentor seminars during each school year
- Provide weekly, on-site support in the FAS process to each PT you support
- Assist PT(s) in developing an Individual Learning Plan (ILP) based on the California Standards for the Teaching Profession
- Assist PT(s) in developing an Inquiry Action Plan and submitting evidence to document the implementation of Induction Standards 5 and 6 into their classroom practice
- Assist PT(s) in developing and maintaining a portfolio to be used as evidence of the teacher's professional growth activities for the Professional Clear Credential recommendation
- Assist PT(s) in choosing a professional development option and developing and completing a professional development plan, based on the ILP
- Communicate with site and district administrators and district coordinator/liaison regarding program effectiveness, and the formative assessment system
- Be aware of participating teacher's (PT) eligibility for BTSA; refer PT(s) to district/county credential analyst for specific information
- Complete online state BTSA Consent Form (Fall) and state BTSA Survey (Spring)
- Complete program mid year survey
- Attend and fully participate in district BTSA orientation, mid-year review and end of year colloquium
- Attend other events as required by your individual district
- Submit a reflection letter in PT(s) portfolio at the end of each year
- Develop a trusting and reflective professional partnership with PT(s)

I wish to participate in the CCCOE/SMC BTSA Induction Program. I have read the mentor responsibilities described above and agree to follow them to the best of my ability. I understand that I am responsible for fulfilling the mentor responsibilities including attending the training and seminars and documenting the growth and participation of the PT(s).

Signature: _____

Carmen Burks

Date: _____

8/13/09

Exhibit "B"

INDEPENDENT CONTRACTOR
CERTIFICATION OF
EMPLOYEE CLEARANCE

Name of Company/Individuals: Carmen Burks

Address: 935 Natoma Court

City: Walnut Creek State: CA ZIP: 94596

Telephone: 925-937-5533 FAX: 510-559-6560 (AUSD FAX)

Email: burks_carmen@yahoo.com

Contact Person: Carmen Burks

I certify that:

- My company has completed background checks pursuant to Education Code Section 45125.1 and 45125.2 on all of our employees who may come into contact with pupils while working on projects for the Albany Unified School District.
- None of my company's employees, who may come into contract with pupils while working on projects for the Albany Unified School District have been convicted of a violent or serious felony as defined in Education Code Section 45122.1 (see exhibit "B")
- I have attached a list of the names of our employees who may come in contact with pupils. I also agree to update the list as employees for new employees prior to their contact with pupils.

I certify that any false, deceptive, misleading, or nondisclosed information related to this certification may result in tort liability for my company/myself.

Carmen Burks

Print Name

BTSA Liaison/Mentor

Title

Carmen Burks

Signature

8/13/09

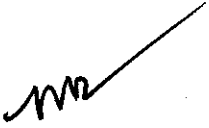
Date

Exhibit "B"

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

**ITEM: APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT FOR
MARY TOWNSEND FOR FACILITATING THE AUSD STRATEGIC
PLANNING PROCESS**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: *Consent*

BACKGROUND INFORMATION:

Ms. Townsend will plan and facilitate the AUSD strategic planning process.

FINANCIAL INFORMATION: \$17,000, reimbursement of appropriate travel expenses, and a maximum of \$200.00 in supplies

RECOMMENDATION:

Approve The Independent Contractor Agreement for Mary Townsend

Albany Unified School District**Independent Contractor Agreement**

THIS AGREEMENT, made this 1st day of July, 2009 between Mary Townsend , an independent contractor, (Contractor), having a principal place of business at 3907 Calle Andalucia, San Clemente, CA. 92673, 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 \$17,000.00 (Seventeen Thousand Dollars and no cents), and reimbursement of appropriate travel expenses and a maximum of \$200.00 for necessary supplies. 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

own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such 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

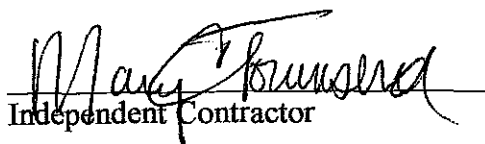
If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the court in the same action or in a separate action brought for the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

7/1/09
Date

554-62-8399
Social Security or Federal I.D. #

Exhibit "A"

Description of Services

Description of Services:

Planning and Facilitating District Strategic Plan

Date(s) Services to be performed:

Planning Meetings with Superintendent (July and August 2009)

Board Presentations and Study Session (August 2009)

Executive Leadership Team Meetings (July to March 2009)

Preparation for Strategic Planning Team Meeting/s (August and September 2009)

Facilitate First Strategic Planning Team Meeting (September 2009)

Action Team Leader Training (October 2009)

***Action Team Leader Support (October and November 2009)**

Facilitate 2nd Strategic Planning Team Meeting (January 2010)

Board Presentation of Strategic Plan with Action Plans and Ex Leadership Meeting (February 2010)

Site Plan Training (March 2010)

Exhibit "B"

INDEPENDENT CONTRACTOR
CERTIFICATION OF
EMPLOYEE CLEARANCE

Name of Company/Individual: Mary Townsend

Address: 3907 Calle Andalucia

City: San Clemente State: CA ZIP: 92673

Telephone: 949-444-8159 FAX: 949-661-8201

Email: marytownsend@cox.net

Contact Person: Mary Townsend

I certify that:

- My company has completed background checks pursuant to Education Code Section 45125.1 and 45125.2 on all of our employees who may come into contact with pupils while working on projects for the Albany Unified School District.
- None of my company's employees, who may come into contract with pupils while working on projects for the Albany Unified School District have been convicted of a violent or serious felony as defined in Education Code Section 45122.1 (see exhibit "B")
- I have attached a list of the names of our employees who may come in contact with pupils. I also agree to update the list as employees for new employees prior to their contact with pupils.

I certify that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company/myself.

Mary Townsend
Print Name

Educational Consultant
Title


Mary Townsend
Signature

7/1/09
Date

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: Alameda County School Insurance Group
JPA Agreement

PREPARED BY: Laurie Harden, Assistant Superintendent, Business Services 

TYPE OF ITEM: *Consent Agenda*

BACKGROUND INFORMATION:

ACSIG provides the district's property and liability insurance as well as our dental and vision plans. To continue to participate in the JPA, the board needs to authorize and approve the attached Joint Exercise of Powers Agreement.

FINANCIAL INFORMATION:

RECOMMENDATION: Approve continued participation in ACSIG by approving the JPA agreement.



Alameda County Schools Insurance Group

P.O. Box 2487
 Dublin, CA 94568
 Phone (925) 225-1030
 Fax (925) 225-0653
www.acsig.com

May 22, 2009

Laurie Harden
 Albany Unified School District
 904 Talbot Avenue
 Albany, CA 94706

Dear Ms. Harden:

Thank you for your participation in the Alameda County Schools Insurance Group (ACSIG). Throughout the recent past, ACSIG has reviewed all its files and archived historical data related to the Joint Powers Authority (JPA). It was discovered during this process that ACSIG has very few signed, JPA agreements (Agreement) from member agencies on file.

It is the goal of the Alameda County Schools Insurance Group to become an accredited JPA through the Association of California Joint-Powers Authority. A component of the accreditation process is current, signed JPA agreements from all member agencies.

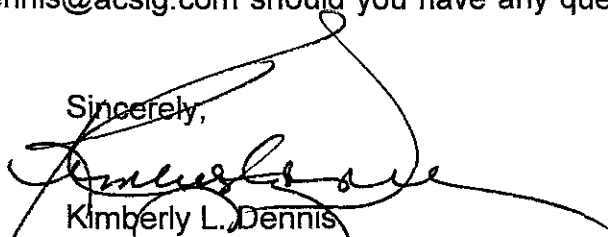
ACSIG worked with attorney Robin Stewart from Kronick, Moskovitz, Tiedemann & Girard to develop a comprehensive JPA agreement that met all requirements for Joint Powers Authorities in California. This revised agreement was reviewed and approved by the ACSIG Executive Committee and JPA Board. Briefly, the goal of the revisions is to update the JPA agreement to reflect several court decisions that have been handed down and statutory enactments that have been put in place during the last 15-20 years. The most prominent of these are the *Program Beta* decision and the ensuing revisions to the Government Code: the bare fact of withdrawal from the Joint Powers Authority does not entitle the withdrawing agency to a return of any property or money that it has contributed to the JPA. Such returns may very well come along at a later time, but the JPA

place. Additionally, this revision clarifies the provisions of the Agreement relative to the JPA Board's ability to assess both current and former members for additional contributions to fund deficit years; added a "continuing loss" limitation in an effort to deal with the fallout of the California Supreme Court's *Montrose* decision; added a reference to a JPA's lawful authority to reinsure, which was codified in 1994; and added language that is designed to clarify the new-member application process, clarify the criteria for Board of Director eligibility, clarify the three-year minimum commitment to membership and "cleanup" of other housekeeping items.

It is now necessary for all member agencies of the Alameda County Schools Insurance Group (ACSIG) to have the revised JPA agreement approved by their Governing Boards. Each Board should approve the changes and authorize the signing of a copy of the ACSIG Joint Exercise of Powers Agreement because we are revising a 1979 JPA Agreement that did not contain any express provision authorizing the JPA's Board to amend it. A signed, approved agreement is due to ACSIG **no later than October 1, 2009**. A copy of each agency's specific agreement was distributed at the May 21, 2009 Joint Powers Board meeting. Additional copies are available upon request.

Thank you for your cooperation in this matter. Please feel free to contact me at (925) 225-1030 or kdennis@acsig.com should you have any questions or concerns.

Sincerely,



Kimberly L. Dennis
Executive Director

**FIRST AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE ALAMEDA COUNTY SCHOOLS
INSURANCE GROUP**

THIS FIRST AMENDED AND RESTATED AGREEMENT is made and entered into in the County of Alameda, State of California, by and among those Public Educational Agencies organized and existing under the laws of the State of California which are or may hereafter become parties signatory to this Agreement, and it supersedes the Joint Powers Agreement into which those who are currently members of this joint powers authority originally entered, dated May 22, 1979. Pursuant to the provisions of the California Joint Exercise of Powers Act (Government Code § 6500 *et seq.*), the California Government Claims Act (including but not limited to Government Code §§ 990.4 and 990.8), the California Education Code (including but not limited to Education Code §§ 39603 and 81603), the California Labor Code (including but not limited to Labor Code § 3700), and other provisions of California law, this Agreement is entered into for the purpose of operating a California joint powers authority known as the Alameda County Schools Insurance Group (hereinafter "ACSIG").

RECITALS:

WHEREAS, California Government Code section 6500 *et seq.* provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code section 990.4 provides that a local public entity may self-insure, purchase insurance through an admitted insurance carrier, or purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code section 990.8 provides that two (2) or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code section 990.4, and may reinsure any liability or loss under a joint powers agreement for the pooling of self-insured claims or losses; and

WHEREAS, each of the Public Educational Agencies that is a party to this Agreement has the power to establish, manage, operate, and maintain programs of risk pooling and insurance or reinsurance for liability, property, workers' compensation, and other risks of loss; and

WHEREAS, the parties to this Agreement desire to join together for the purpose of establishing pools for self-insured losses, and/or purchasing excess insurance or reinsurance, and/or group-purchasing insurance coverage, and providing related loss-control programs and administrative services in connection with joint protection programs for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, and in consideration of the execution of this Agreement by other Public Educational Agencies, each of the parties hereto agrees as follows:

1. Creation of the Joint Powers Authority

Pursuant to Title I, Division 7, Chapter 5, Article 1, of the California Government Code (commencing with Government Code section 6500), there is hereby created a Joint Powers Authority, separate and apart from the public agencies signatory hereto, which shall be and is hereby created and shall hereafter be designated as the Alameda County Schools Insurance Group ("ACSIG" or "the Authority"). Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement.

2. Powers of ACSIG

ACSIG shall have the power and the authority to exercise any power common to the public agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of ACSIG shall be subject to the restrictions upon the manner of exercising such powers by a public agency having the same status as a member agency of ACSIG, except as otherwise provided in this Agreement.

3. Purposes of ACSIG

The purposes of ACSIG shall be to administer this Agreement, pursuant to the Joint Exercise of Powers Act (California Government Code § 6500 *et seq.*), this Agreement, the ACSIG. Bylaws and applicable program addendums, and any other applicable law or contract; to provide to ACSIG's members the capabilities of self-insurance, establishment and maintenance of funds to pay self-insured losses, and establishment and maintenance of funds to pay for desired insurance coverage, claims adjustment and administration, safety engineering, and other risk management and loss-avoidance services; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding insurance, loss control, and related issues.

4. Governing Board of ACSIG

ACSIG shall be governed by a Board of Directors (the "Board of Directors" or "the Board"), which shall have the authority to carry out all functions of ACSIG and to establish and amend the Bylaws therefor. The representation, duties and powers of the Board of Directors shall be as set forth from time to time in the Bylaws. The Board shall be comprised of one (1) representative from each member agency of ACSIG that has not given notice of intent to withdraw from ACSIG, who shall be the Chief Business Officer from such agency; and one (1) alternate from each such member agency. The alternate

shall have the authority to attend, participate in, and vote at any meeting of the ACSIG Board of Directors when the regular member for whom he or she is an alternate is absent from said meeting. Each member agency shall have one (1) vote.

The Board may appoint an Executive Committee, to be comprised, and to serve in such manner, as the Board may from time to time prescribe in ACSIG's Bylaws.

5. Manner and Method of Exercise of ACSIG's Powers

The Board shall, either directly, through its Executive Committee, or by contract, perform any or all of the following acts:

- A. Establish and maintain funds to pay self-insured losses, which shall include the power to levy assessments for additional contributions of funds against, and the power to collect payment of such assessments from, both current and former ACSIG members and ACSIG Program participants when, in the sole discretion of the ACSIG Board, such additional funds are needed in order to maintain or restore the financial integrity of any fund established for this purpose.
- B. Establish and maintain funds to pay for desired insurance coverages.
- C. Perform, or contract for the performance of, the financial administration, claim service, legal representation, safety services and other services as necessary for the payment and handling of claims against Members.
- D. Make and enter into contracts.
- E. Pursue the Member's right of subrogation against a third party when appropriate, as may be set forth in the Bylaws or in one or more ACSIG Program Addendums.
- F. Acquire, hold and dispose of property, real and personal, including but not limited to, the acquisition of facilities and equipment.
- G. Employ agents and employees for the operation and maintenance of the programs.
- H. Incur debts, liabilities and obligations necessary to accomplish the purposes of this Agreement.
- I. Receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental entity.
- J. Invest funds in accordance with policies and procedures as approved by the ACSIG Board of Directors, and as subject to law.
- K. Sue and be sued in its own name.
- L. Join other joint powers authorities to provide services and coverages to ACSIG.
- M. Provide, or contract for the providing of, educational workshops on insurance, loss control, and related topics.
- N. Perform any and all functions as, in the Board's sole discretion, may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.

6. Indemnification of Directors and Employees

ACSIG agrees to indemnify and hold its Board members, alternate Board members, and employees harmless against and free from all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney's fees, and any other amount actually and reasonably incurred or threatened by reason of, or as a result of, their official acts performed in the execution and administration of this Agreement and/or in the operation of the Authority created hereunder, including but not limited to amounts arising out of or by any judicial or quasi-judicial action or proceeding, whether civil, criminal, administrative or investigative, on the condition that it appear to the satisfaction of the Board that the indemnitee acted in good faith and in a manner reasonably believed by him or her to be in the best interest of ACSIG, or that such a person had no reasonable cause to believe that his or her conduct under the circumstances was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or plea of *nolo contendere* or its equivalent shall not for purposes of this Agreement of itself create any presumption that the indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of ACSIG, nor any presumption that such a person had reasonable cause to believe that his or her conduct under the circumstances was unlawful. This providing of indemnity shall not be construed to obligate ACSIG to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or itself unlawful. The Board, at its discretion, may self-fund or provide for errors and omissions insurance policy coverage for the directors and officers and employees of ACSIG, at the expense of ACSIG.

7. Bylaws of ACSIG

ACSIG shall be governed pursuant to Bylaws adopted by the Board of Directors, and pursuant to such amendments to the Bylaws as may from time to time be adopted by the Board of Directors. Each party to this Agreement agrees to fully comply with, and be bound by, the provisions of said Bylaws, and further agrees that ACSIG shall be operated pursuant to this Agreement and said Bylaws.

8. Program Addendums

The rules governing the operation of each Program within ACSIG shall be contained in the Bylaws and/or in the Program Addendums to the Bylaws. Each Program will have a separate Addendum which will govern the operation of said Program.

9. ACSIG Membership

Each party to this Agreement must satisfy all of the criteria for eligibility for membership in ACSIG as those eligibility criteria are set forth from time to time in the Bylaws. Those entities that were Members at the establishment of ACSIG became Members on the original effective date of this Agreement, and are entitled to the rights and privileges, and are subject to the obligations, of membership, as are provided in this Agreement, in the Bylaws, and in any applicable Program Addendum(s). Public educational agencies, as defined in the ACSIG Bylaws, that desire membership after initial operation has begun shall apply under the provisions of the ACSIG Bylaws and the provisions of the relevant

Program Addendum(s).

10. Withdrawal or Termination of Membership

No Member may terminate its membership as a party to this Agreement until at least three (3) years have elapsed after becoming a party, nor may a Member terminate its participation in any ACSIG Program until at least three (3) years have elapsed after the commencement of said participation.

A Member may terminate its membership or be involuntarily terminated as set forth in the Bylaws and in the relevant Program Addendum(s) which are in effect at the time of the Member's termination. Unless the Bylaws and the relevant Program Addendum in effect at the time of the Member's termination provide otherwise, a Member's termination shall not be construed as a completion of the purpose of this Agreement, and shall not require the return, to any party, of any part of any contribution(s), payment(s), or advance(s) made by any party.

11. Finances

ACSIG shall be strictly accountable for all funds received and disbursed by it and, to that end, shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles, or by any provision of law or any resolution of ACSIG.

Pursuant to Government Code section 6505.6, the Board of Directors shall name a Treasurer and an Auditor for ACSIG, which offices may, in the discretion of the Board, be held by the same person. The Treasurer and the Auditor shall have the duties described in the ACSIG Bylaws.

A bond or some other instrument satisfactory to the Board in the amount determined adequate by the Board of Directors shall be required of all officers and personnel that have charge of, handle, or have access to any funds of ACSIG. The bond or other instrument shall be paid for by ACSIG.

12. Limitation on Coverage for Claims Alleging Continuous Loss Spanning More than ACSIG's Coverage Period

Except as otherwise expressly agreed to in writing by an individual Member and the Board of Directors, ACSIG's payment and handling of claims against Members shall be only for claims arising out of facts occurring during the period of membership in ACSIG, and only for those Programs which the Member joined during its membership in ACSIG. Further, except as otherwise expressly agreed to in writing, ACSIG shall not pay any defense expense or indemnity for, or handle or incur any claims-administration expense for, any claim or portion of a claim that arises out of facts which occurred before a member's membership in ACSIG began, nor any claim or portion of a claim that arises out of facts occurring after a member's membership in ACSIG ended.

13. Indemnification As Between Member Agencies

Section 895.2 of the Government Code imposes certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of the Government Code. Accordingly, the parties hereto, as between themselves, pursuant to the authorization set forth in Sections 895.4 and 895.6 of the Government Code, each assumes the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the Government Code. To achieve this purpose, each party hereby agrees to indemnify and hold harmless the other parties for any loss, cost or expense that may be imposed upon such other parties solely by virtue of Section 895.2 of the Government Code.

14. Dissolution of ACSIG

If ACSIG's Members determine that the purpose of this Agreement has been completed and that ACSIG shall therefore be dissolved, ACSIG may be dissolved upon the consent of all parties hereto; provided that in the event of dissolution, ACSIG shall continue to be responsible for all of its existing assets and liabilities. No property or surplus money may be divided or returned to any member or former member of ACSIG until all outstanding obligations of ACSIG, including covered claims against its members, have been resolved or a paid-up contract has been obtained which will remove all further obligation from ACSIG. It shall be permissible, upon dissolution of ACSIG, for the Members to accept responsibility for their outstanding claims through a contract with ACSIG. Disposition of any property acquired as a result of the joint exercise of powers, and any surplus money on hand, if any, will be made in proportion to the contributions made by participating Members. Upon final disposition of the assets, ACSIG will thereupon be terminated and dissolved.

15. Affirmative Action Policy Statement

It shall be the permanent and voluntary policy of ACSIG and the ACSIG Board to practice fair and impartial employment and program administration, recognizing applicants, employees, and contractors on the basis of personal and professional merit and claimants on the basis of merit, and thereby reaffirming the dignity of individuals without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, or physical handicap.

16. Enforcement of the Joint Powers Agreement

The Board of Directors shall have full authority to enforce this Agreement. Any and all disputes between ACSIG and any Member agency in any way arising out of or regarding this Agreement, the ACSIG Bylaws, or any ACSIG Program Addendum(s), including any dispute relative to claims-handling or coverage for any claim, shall be resolved by binding arbitration pursuant to the provisions of California Code of Civil Procedure section 1280 *et seq.*, as amended from time to time; except that if a more specific provision is made in the Bylaws or in any Program Addendum, for the resolution of any

disputes arising thereunder, the terms of that document shall govern. In the event of arbitration hereunder, each party shall pay its own attorney's fees and costs, but ACSIG and the Member shall each share equally the cost of the arbitrator, the cost of the court reporter, if any, and any incidental costs of arbitration.

17. Notice and Service

Any notice given to the Authority pursuant to this Agreement shall be in writing, shall be dated and signed, and shall be effective when received by the Authority at its current office address for the purpose of receiving such notices.

18. Amendments to Agreement

This Agreement may be amended by a two-thirds vote of the Member agencies present at a lawfully convened meeting of the representatives of all ACSIG Member agencies, provided a quorum is present at said meeting.

19. Term of the Agreement


This Agreement shall be effective and binding on any signatory thereto upon execution. This Agreement is for an unlimited term, and shall continue in effect unless and until lawfully terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as set forth hereinbelow.

Albany USD : _____
 Date: _____
 By: _____
 Title: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: Cougar Field Sound Fence Contract Change Order #2 – Fencecorp Inc
PREPARED BY: Tom Murphy, Supervisor of Facilities
TYPE OF ITEM: Consent 

BACKGROUND INFORMATION:

DSA, Division of the State Architect, made structural changes to the fence design between bid time and approval/award time. These changes are due to a more stringent wind specification being implemented, ASCE 7-05 Wind Exposure B, 85 mph basic wind speed. The changes were included in C.O. #1 with the exception of Item #1

Item #2 completed Cougar Athletic Field activities

Items #3 and #6 were required due to the discovery of an existing sewer running under the proposed fence line.

Items #4 and #7 are added safety and security items.

Item #5 was an unknown obstacle discovered during construction.

Item 1	Increase number of screws required to attach face board to rail board(from 4 to 16). This added approximately 25,200 screws to the project. This should have been included in C.O. #1 but was not brought to our attention.	\$ 21,896
Item 2	Miscellaneous gates and fencing required to complete Cougar Field Activities.	\$21,914
Item 3	Access gates required for the sewer offset. Plans called for the Sound Fence to be placed on top of an existing El Cerrito sewer	\$4,326
Item 4	Gate added at Behren's Street Alley and fence to enclose electrical switchgear. These safety and security items where not shown on the drawings.	\$15,915
Item 5	Remove roots using handtools at three holes located on the Southeast corner of Behren's Street Alley.	\$8,025
Item 6	Additional concrete foundation work required by the sewer offset. This work was performed by the concrete subcontractor.	\$5,440
Item 7	Two additional fence panels required to secure Cougar Field. These were not shown on the drawings.	\$605
Total		\$78,121

FINANCIAL INFORMATION:

Project	Contractor	Original Contract Amount	Previous Change Orders	Current Change Order	Revised Contract Price	Percent Change
CougarField SoundFence	Fencecorp	\$244,333	\$15,747	\$78,121	\$338,201	30.0%

RECOMMENDATION: Approve Change Order #2 for Fencecorp Inc.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: Starfish Therapies
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 Starfish Therapies for Physical Therapy Services at a rate of \$105.00/hour for one student at a cost not to exceed \$6,300.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract at a cost not to exceed \$6,300.00

JUL 29 2009

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2009-2010

CONTRACT NUMBER:

Special Education Office
Albany Unified School District

LEA: ALBANY UNIFIED SCHOOL DISTRICT

Rec'd 7/29/09
- contract not
signed
- no supporting
documentation

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

STARFISH THERAPIES

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2009, between the Albany Unified School District (hereinafter referred to as "LEA") and Starfish Physical Therapy, Inc. (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 _____

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		
Basic Education Program/Dual Enrollment*		

*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 (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 credentialed special education teacher			
(7)	a. Occupational Therapy – Individual			

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	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		105/hr.		
(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 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR,		ALBANY UNIFIED SCHOOL DISTRICT	
Starfish Physical Therapy, Inc.			
Nonpublic School/Agency			
By:	 8/7/09	By:	
	Signature Date		Diane Marie, Director of Special Education
	Corinne Hagins, OFFICE Mgr.		
	Name and Title of Authorized Representative		8/7/09 Date
		By:	
Notices to CONTRACTOR shall be addressed to: Name Corinne Hagins Starfish Physical Therapy, Inc. Nonpublic School/Agency Service Provider		Notices to LEA shall be addressed to: Name: Diane Marie, Director of Special Education Albany Unified School District	
Address 1405 Van Ness #204		Address: 601 San Gabriel Avenue	
City SF State CA Zip 94109		City: Albany State: CA Zip: 94706	
Phone (415) 346-3853		Phone: 510-559-6536	
Fax (415) 563-3545		Fax: 510-559-6543	
Email corinne@starfishtherapies.com		Email: diane.marie@albany.k12.ca.us	
Website www.starfishtherapies.com		Website	

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

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NAME OF LOCAL EDUCATION AGENCY: ALBANY UNIFIED SCHOOL DISTRICT

NAME OF NONPUBLIC SCHOOL/AGENCY: Starfish Physical Therapy, Inc.

PUPIL NAME: _____ SEX: ☒ M () F

PUPIL I.D./S.S. #: _____ BIRTHDATE: _____ GRADE: _____

RESIDENTIAL SETTING: ☒ HOME () FOSTER () LCI PHONE # _____

PARENT/GUARDIAN: _____ PHONE: _____ (Residence) (Business)

PUPIL'S ADDRESS: _____ CITY: Albany STATE: CA ZIP: 94706

NON EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS:

1. The PT pupil's teacher/service provider will hold the following credential/ license: _____ (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed _____ 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 _____ × Per Diem \$ _____ = Total Basic Education Costs (A) \$ _____
(Include extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch										
3. Transport.										
4. Counseling										
5. P.T.		X		60/week			105		60	6300
6.				3600 minutes per year = 60 hours/yr.						
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 6300
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 6300
 MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ _____

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

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

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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 JUN 1st 2009 and terminates at 5:00 p.m. on JUNE 30, 2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

Stacy Menz 7/20/2009
(Authorized Signature) (Date) (Authorized Signature) (Date)

STACY MENZ 7/20/2009
(Type or Print Name) (Date) Laurie Harden, Asst. Supt., Business Services
(Type or Print Name) (Date)

StarFish Therapies
(Name of NPS/NPA) Albany Unified School District
(Name of District, SELPA, County Office)

1405 Van Ness #204
(Mailing Address) 904 Talbot Avenue
(Mailing Address)

EF, Ca. 94109
(City/State/Zip Code) Albany, CA 94706
(City/State/Zip Code)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: Approve Master Contract for Center for Early Intervention on Deafness (CEID)

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 Center for Early Intervention on Deafness (CEID) for specialized instruction at school for deaf/hearing impaired preschool student at a cost as follows: \$160.00/day Basic Educational Care, \$85.00/hour for Occupational Therapy services, \$94.00/hour for Speech and Language Services. Cost not to exceed \$43,990.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract at a cost not to exceed \$43,990.00

2009-2010

*These pages only
go in packet.*

CONTRACT NUMBER: _____

LEA: ALBANY UNIFIED SCH

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Center for Early Intervention on Deafness (CEID)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2009, between the Albany Unified School District (hereinafter referred to as "LEA") and Center for Early Intervention on Deafness (CEID) (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 SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR	CONTRACTOR NUMBER	2009-2010
(NONPUBLIC SCHOOL OR AGENCY) C E 11		(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 40

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	\$ 160.00	Day
Basic Education Program/Dual Enrollment*		

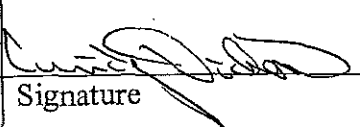
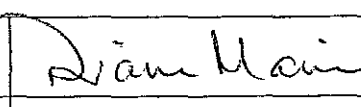
*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

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	\$77	Hour
	b. Educational Counseling – Group of	\$26	Hour
	c. Counseling – Parent	\$27	Hour
(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	\$94	Hour
	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	\$94	Hour
(5)	a. Additional Adult Assistance - Individual (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 credentialed special education teacher		
(7)	a. Occupational Therapy – Individual	\$85	Hour

	b. Occupational Therapy – Group of 2			
	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate	\$85		Hour
(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 Home Visits	\$121		Visit
	Sign Language Class	\$169		Quarter
	Sign Language Workshop	\$54		Day

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR,		ALBANY UNIFIED SCHOOL DISTRICT	
Nonpublic School/Agency			
By:	 7/10/09	By:	 7-29-09
	Signature Date		
	Cindy Dickeson, Program Director		Diane Marie, Director of Special Education
			7-29-09 Date
		By:	
Notices to CONTRACTOR shall be addressed to: Name Cindy Dickeson		Notices to LEA shall be addressed to: Name: Diane Marie, Director of Special Education	
CEID (Center for Early Intervention on Deafness)		Albany Unified School District	
Address: 1035 Grayson Street		Address: 601 San Gabriel Avenue	
City: Berkeley State: CA Zip: 94710		City: Albany State: CA Zip: 94706	
Phone: 510-848-4800 ext. 301		Phone: 510-559-6536	
Fax: 510.848.4801		Fax: 510-559-6543	
Email: cindy@ceid.org		Email: diane.marie@albany.k12.ca.us	
Website: www.ceid.org		Website	

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

AUG 7 2009

Special Education Office
Albany Unified School District

NAME OF LOCAL EDUCATION AGENCY: Albany Unified School District

NAME OF NONPUBLIC SCHOOL/AGENCY: Center For Early Intervention on Deafness (CEID)

PUPIL NAME: _____ SEX: (X) M () F

(Last) (First) (Middle)

PUPIL I.D./S.S. #: _____ BIRTHDATE: 9/6/06 GRADE: Toddler/Preschool

RESIDENTIAL SETTING: (X) HOME () FOSTER () LCI LCI PHONE # _____

PARENT/GUARDIAN: _____ PHONE: _____
(Residence)

PUPIL'S ADDRESS: _____ CITY: Albany STATE: CA ZIP: 94706

NON EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license: Teacher of the Deaf, SLP; OT (Generic description, i.e., I.H credential).
2. The class size for the pupil will not exceed 8 and/or the therapist/pupil ratio will not exceed 3:1.
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: DRDP-R will be reported on at required intervals
6. Other Provisions (attachments as necessary): _____

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

Number of Days 205 x Per Diem \$ 160 = Total Basic Education Costs (A) \$ 32,800.00
(Include extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OK SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LE A	NPS/A	OTHER		DLV	WKL Y	HRL Y	GROUP		
1. O.T.		X		60/week			\$85		45	3825.00
2. Lang/Spch		X		90/week			\$94		45	6345.00
3. Transport										
4. Counseling										
5. P.T.										
6. OT Consult		X		60/month			\$85		12 mo	1020.00
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 11,190.00
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 43,990.00
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 214.59

**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. 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 July 1, 2009 and terminates at 5:00 p.m. on June 30, 2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

Cindy Dickeson
(Authorized Signature)

8/7/09
(Date)

(Authorized Signature)

(Date)

Cindy Dickeson
(Type or Print Name)

8/7/09
(Date)

(Type or Print Name)

(Date)

Center for Early Intervention on Deafness
(Name of NPS/NPA)

Albany Unified School District
(Name of District, SELPA, County Office)

1035 Grayson Street
(Mailing Address)

904 Talbot Avenue
(Mailing Address)

Berkeley, CA 94710
(City/State/Zip Code)

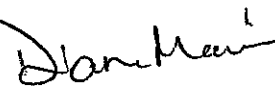
Albany, CA 94706
(City/State/Zip Code)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: Approve Master Contract for Children's Learning Center

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 Children's Learning Center for educational services for three (3) students, at a cost not to exceed \$101,475.00.

FINANCIAL INFORMATION:

Educational service cost of \$33,825.00 per student for three (3) students.

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract at a cost not to exceed \$101,475.00

2009-10**CONTRACT NUMBER:**
_____**LEA:** Albany Unified School District**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:****CHILDREN'S LEARNING CENTER****NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT*****AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS*****1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2009, between the Albany Unified School District (hereinafter referred to as "LEA") and Children's Learning Center (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 SELPA to verify established rates. Increases in rates will be considered on an annual basis and

62. CONTRACTOR	CONTRACTOR NUMBER	2009-10
(NONPUBLIC SCHOOL OR AGENCY)	Children's Learning Center	(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed

35 @ Elementary School., 65 @ Middle/High School

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	165.00	Day (full or partial)
Basic Education Program/Dual Enrollment*		

*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	100.00	Hour
	b. Educational Counseling – Group of		
	c. Counseling – Parent	100.00	Hour
(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	93.00	Hour
	b. Language and Speech Therapy – Group of 2	93.00	Hour
	c. Language and Speech Therapy – Group of 3	93.00	Hour
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate	93.00	Hour
(5)	a. Additional Adult Assistance - Individual (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 credentialed special education teacher	165.00	Day
(7)	a. Occupational Therapy – Individual	93.00	Hour
	b. Occupational Therapy – Group of 2	93.00	Hour
	c. Occupational Therapy – Group of 3	93.00	Hour

	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate	93.00		Hour
(9)	Physical Therapy			
(10)	a. Behavior Intervention – BII	Included		
	b. Behavior Intervention – BID	Included		
	Provided by:			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP	100.00		Hour
(13)	Home or Hospital Instruction	165.00		Day
(14)	Other			

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR:		SCHOOL DISTRICT:	
CHILDREN'S LEARNING CENTER		ALBANY UNIFIED SCHOOL DISTRICT	
Nonpublic School/Agency			
By:	<i>Patricia Dilks</i> 05/22/09	By:	<i>Don Davis</i> 8/16/09
	Signature Date		Date
	Patricia Dilks, Business Manager	By:	
	Name and Title of Authorized Representative	By:	Date
Notices to CONTRACTOR shall be addressed to: Name Patricia Dilks, Business Manager Children's Learning Center		Notices to LEA shall be addressed to: Name Albany Unified School District	
Nonpublic School/Agency Service Provider 1910 Central Avenue		Local Educational Agency 904 Talbot Avenue	
Address Alameda CA 94501		Address Albany, CA 94706	
City State Zip		City State Zip	
Phone 510-769-7100 Fax 510-769-1824 Email pdilks@clcalameda.com Website www.clcalameda.com		Phone 510-558-3750 Fax Email Website	

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

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NAME OF LOCAL EDUCATION AGENCY: Albany Unified School District
NAME OF NONPUBLIC SCHOOL/AGENCY: CHILDREN'S LEARNING CENTER

PUPIL NAME: _____ GENDER: () M () F
(Last Name, First Name, Middle Initial)

PUPIL ID/SS#: _____ BIRTHDATE: _____ GRADE: _____

RESIDENTIAL SETTING: (x) HOME () FOSTER () LCI LCI PHONE#: _____

PARENT/GUARDIAN: _____ HOME PHONE: _____ BUSINESS PHONE: _____

PUPIL'S ADDRESS: _____ CITY: Albany STATE: CA ZIP: 94706

NON EDUCATIONAL PLACING AGENCY (if applicable): _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Education Specialist, LH, SH, or appropriate Intern Credential (Generic description, i.e., Education Specialist M/M credential).
2. The class size for the pupil will not exceed 14 and/or the staff or therapist/pupil ratio will not exceed 1:4.
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 assessments requirements: Statewide standardized assessments will be administered in accordance with the IEP, including modifications or accommodations.
6. Other Provisions (attachments as necessary). CLC School Calendar attached hereto reflects all attendance days, minimum days, vacation/recess periods, and length of school days. CLC's curriculum and instructional materials meet state standards and are adapted and modified as necessary for each individual student.

BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)

Number of Days 205 x Per Diem \$ 165.00 = Total Basic Education Costs (A) \$33,825.00
(Includes extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICE/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HOURLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Speech										
3. Transport.	X									
4. Counseling										
5. P.T.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 0
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 33,825.00
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 165.00

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

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

P57

PUPIL NAME: _____

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. 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 July 1, 2009 and terminates at 5:00 p.m. on June 30, 2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LEA- Albany Unified School District

Patricia Dilks

06/22/09

(Authorized Signature)

(Date)

(Authorized Signature)

(Date)

PATRICIA DILKS

(Type or Print Name)

(Type or Print Name)

CHILDREN'S LEARNING CENTER

(Name of NPS/NPA)

Albany Unified School District

(Name of District, SELPA, County Office)

1910 Central Avenue

(Mailing Address)

904 Talbot Avenue

(Mailing Address)

Alameda, CA 94501

(City/State/Zip Code)

510-769-7100

510-769-1824 fax

<http://www.clcalameda.com>

Albany, CA 94706

(City/State/Zip Code)

CLC'S SCHOOL CALENDAR IS ATTACHED TO AND INCORPORATED INTO THIS INDIVIDUAL SERVICE AGREEMENT; THE CALENDAR INDICATES REGULAR SESSION DATES, EXTENDED YEAR SESSION DATES AND SCHOOL DAY HOURS (bell times).

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

P58

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

NAME OF LOCAL EDUCATION AGENCY: Albany Unified School District
NAME OF NONPUBLIC SCHOOL/AGENCY: CHILDREN'S LEARNING CENTER

PUPIL NAME: _____ GENDER: (☐) M (☐) F
(Last Name, First Name, Middle Initial)

PUPIL ID/SS#: _____ BIRTHDATE: _____ GRADE: _____
RESIDENTIAL SETTING: (☐) HOME (☐) FOSTER (☐) LCI LCI PHONE#: _____

PARENT/GUARDIAN: _____ HOME PHONE: _____ BUSINESS PHONE: _____

PUPIL'S ADDRESS: _____ CITY: Albany STATE: CA ZIP: 94706

NON EDUCATIONAL PLACING AGENCY (if applicable): _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Education Specialist, LH, SH, or appropriate Intern Credential (Generic description, i.e., Education Specialist M/M credential).
2. The class size for the pupil will not exceed 14 and/or the staff or therapist/pupil ratio will not exceed 1:4.
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 assessments requirements: Statewide standardized assessments will be administered in accordance with the IEP, including modifications or accommodations.
6. Other Provisions (attachments as necessary). CLC School Calendar attached hereto reflects all attendance days, minimum days, vacation/recess periods, and length of school days. CLC's curriculum and instructional materials meet state standards and are adapted and modified as necessary for each individual student.

BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)

Number of Days 205 x Per Diem \$ 165.00 = Total Basic Education Costs (A) \$33,825.00
(Includes extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICE/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HOURLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.	X			30 min 1x/wk						
2. Lang/Speech	X			30 min 1x/wk						
3. Transport.	X									
4. Counseling										
5. P.T.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ _____
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 33,825.00
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 165.00

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

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

P59

PUPIL NAME: _____

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. 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 July 1, 2009 and terminates at 5:00 p.m. on June 30, 2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LEA-: Albany Unified School District

<u>Patricia Dilks</u> (Authorized Signature)	<u>05/29/09</u> (Date)	 (Authorized Signature)	 (Date)
-------------------------------------------------	---------------------------	----------------------------	------------

<u>PATRICIA DILKS</u> (Type or Print Name)	 (Type or Print Name)
-----------------------------------------------	--------------------------

<u>CHILDREN'S LEARNING CENTER</u> (Name of NPS/NPA)	<u>Albany Unified School District</u> (Name of District, SELPA, County Office)
--------------------------------------------------------	-----------------------------------------------------------------------------------

<u>1910 Central Avenue</u> (Mailing Address)	<u>904 Talbot Avenue</u> (Mailing Address)
-------------------------------------------------	-----------------------------------------------

<u>Alameda, CA 94501</u> (City/State/Zip Code) 510-769-7100 510-769-1824 fax http://www.clcalameda.com	<u>Albany, CA 94706</u> (City/State/Zip Code)
--------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------

CLC'S SCHOOL CALENDAR IS ATTACHED TO AND INCORPORATED INTO THIS INDIVIDUAL SERVICE AGREEMENT; THE CALENDAR INDICATES REGULAR SESSION DATES, EXTENDED YEAR SESSION DATES AND SCHOOL DAY HOURS (bell times).

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

P60

NAME OF LOCAL EDUCATION AGENCY: Albany Unified School District
NAME OF NONPUBLIC SCHOOL/AGENCY: CHILDREN'S LEARNING CENTER

PUPIL NAME: _____ GENDER: ()M ()F
(Last Name, First Name, Middle Initial)

PUPIL ID/SS#: _____ BIRTHDATE: _____ GRADE: _____

RESIDENTIAL SETTING: _____ (x)HOME ()FOSTER ()LCI LCI PHONE#: _____

PARENT/GUARDIAN: _____ HOME PHONE: _____ BUSINESS PHONE: _____

PUPIL'S ADDRESS: _____ CITY: Albany STATE: CA ZIP: 94706

NON EDUCATIONAL PLACING AGENCY (if applicable): _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Education Specialist, LH, SH, or appropriate Intern Credential (Generic description, i.e., Education Specialist M/M credential).
2. The class size for the pupil will not exceed 14 and/or the staff or therapist/pupil ratio will not exceed 1:4.
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 assessments requirements: Statewide standardized assessments will be administered in accordance with the IEP, including modifications or accommodations.
6. Other Provisions (attachments as necessary). CLC School Calendar attached hereto reflects all attendance days, minimum days, vacation/recess periods, and length of school days. CLC's curriculum and instructional materials meet state standards and are adapted and modified as necessary for each individual student.

BASIC EDUCATION PROGRAM (Applies to Nonpublic schools only.)

Number of Days 205 x Per Diem \$ 165.00 = Total Basic Education Costs (A) \$33,825.00
(Includes extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICE/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HOURLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Speech										
3. Transport.	X									
4. Counseling										
5. P.T.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ _____
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 33,825.00
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 165.00

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

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

P61

PUPIL NAME: _____

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. 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 July 1, 2009 and terminates at 5:00 p.m. on June 30, 2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LEA-: Albany Unified School District

<u>Patricia Dilks</u>	<u>05/29/09</u>		
(Authorized Signature)	(Date)	(Authorized Signature)	(Date)

<u>PATRICIA DILKS</u>	
(Type or Print Name)	(Type or Print Name)

<u>CHILDREN'S LEARNING CENTER</u>	<u>Albany Unified School District</u>
(Name of NPS/NPA)	(Name of District, SELPA, County Office)

<u>1910 Central Avenue</u>	<u>904 Talbot Avenue</u>
(Mailing Address)	(Mailing Address)

<u>Alameda, CA 94501</u>	<u>Albany, CA 94706</u>
(City/State/Zip Code)	(City/State/Zip Code)
510-769-7100 510-769-1824 fax	
http://www.clcalameda.com	

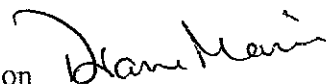
CLC'S SCHOOL CALENDAR IS ATTACHED TO AND INCORPORATED INTO THIS INDIVIDUAL SERVICE AGREEMENT; THE CALENDAR INDICATES REGULAR SESSION DATES, EXTENDED YEAR SESSION DATES AND SCHOOL DAY HOURS (bell times).

ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP

Regular Meeting of August 18, 2009

ITEM: Partnership for Augmentative Communication and Technology
(PACT)

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 Partnership for Augmentative Communication and Technology (PACT) for specialized augmentative and assistive technology services at a rate of \$95.00/hour for one (1) student at a cost not to exceed \$2,280.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract at a cost not to exceed \$2,280.00.

2009-2010**CONTRACT NUMBER:****LEA: ALBANY UNIFIED SCHOOL DISTRICT****NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**Partnership for Augmentative Communication and Technology (PACT)**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
MASTER CONTRACT***AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS*****1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2009, between the Albany Unified School District (hereinafter referred to as "LEA") and PACT (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/SSs 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/SSs 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
Partnership for Augmentative Communication and Technology		(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed N/A

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		
Basic Education Program/Dual Enrollment*		

*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	\$95.00		hour
	b. Language and Speech Therapy – Group of 2	\$95.00		hour
	c. Language and Speech Therapy – Group of 3	\$95.00		hour
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate	\$95.00		hour
(5)	a. Additional Adult Assistance - Individual (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 credentialed special education teacher			

P65

(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)	Assistive Technology	\$95.00		Hour	
	Augmentative Communication (AAC)	\$95.00		Hour	

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2009 and terminates at 5:00 P.M. on June 30, 2010, unless sooner terminated as provided herein.

CONTRACTOR, Partnership for Augmentative Communication and Technology		ALBANY UNIFIED SCHOOL DISTRICT	
Nonpublic School/Agency			
By:	<i>Catherine Sementelli</i> 8/12/09	By:	
	Signature Date Catherine Sementelli, General Partner		Diane Marie, Director of Special Education
	Name and Title of Authorized Representative		Date
Notices to CONTRACTOR shall be addressed to: Name Catherine Sementelli		Notices to LEA shall be addressed to: Name: Diane Marie, Director of Special Education	
Nonpublic School/Agency Service Provider		Albany Unified School District	
Address 47 Clifford Terrace		Address: 601 San Gabriel Avenue	
City	State Zip San Francisco CA 94117	City: Albany	State: CA Zip: 94706
Phone: 415-519-3128		Phone: 510-559-6536	
Fax 415-664-9396		Fax: 510-559-6543	
Email cassie@pactconsult.com		Email: diane.marie@albany.k12.ca.us	

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES**

(Education Code sections 56365, 56366, et seq.) (Page 1 of 2)

P66

NAME OF LOCAL EDUCATION AGENCY: ALBANY UNIFIED SCHOOL DISTRICT

NAME OF NONPUBLIC SCHOOL/AGENCY: Partnership for Augmentative Communication and Technology

PUPIL NAME: _____ SEX: () M () F
(Last) (First) (Middle)

PUPIL I.D./S.S. #: _____ BIRTHDATE: _____ GRADE: _____

RESIDENTIAL SETTING: (X) HOME () FOSTER () LCI LCI PHONE # _____

PARENT/GUARDIAN: _____ PHONE: () _____ () _____
(Residence) (Business)

PUPIL'S ADDRESS: _____ CITY: Albany STATE: CA ZIP: 94706

NON EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license:
Rehab services Credential – Speech and Language or Assistive Technology Certificate (ATP)
2. The class size for the pupil will not exceed N/A and/or the therapist/pupil ratio will not exceed 1:3.
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 _____ × Per Diem \$ _____ = Total Basic Education Costs (A) \$ _____
(Include extended school year days as appropriate to the pupil's IEP.)

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES HRLY/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HRLY	GROUP		
1. O.T.										
2. Lang/Spch		X								
3. Transport.										
4. Counseling										
5. P.T.										
6. AT/AAC		X		2 hr/ month direct			95.00		10 mo.	\$1,900.00
7. AT/AAC		X		4 hr/year training			95.00			\$ 380.00

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 2,280.00
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ _____
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ _____

**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 _____ and terminates at 5:00 p.m. on _____ unless sooner terminated as provided herein.

-CONTRACTOR-**-LOCAL EDUCATIONAL AGENCY-**

Catherine Sementelli 8/12/09
(Authorized Signature) (Date) (Authorized Signature) (Date)

Catherine Sementelli, General Partner

Laurie Harden, Asst. Supt., Business Services

(Type or Print Name) (Date) (Type or Print Name) (Date)

Partnership for Augmentative Communication and Technology (PACT)

Albany Unified School District

(Name of NPS/NPA) (Name of District, SELPA, County Office)

47 Clifford Terrace

904 Talbot Avenue

(Mailing Address) (Mailing Address)

San Francisco, CA 94117

Albany, CA 94706

(City/State/Zip Code) (City/State/Zip Code)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: Approve Increase to Purchase Order for Quality Behavioral Outcomes (QBO)

PREPARED BY: Diane Marie, Director of Special Education



TYPE OF ITEM: Consent Calendar: Student Services

BACKGROUND INFORMATION:

Approve increase in Purchase Order PO9-00224 for Agreement between Albany Unified School District and Quality Behavioral Outcomes (QBO) for specialized behavior intervention services at a cost of \$110.00/hour not to exceed an additional \$700.00

FINANCIAL INFORMATION:

Funding Source: Special Education

<p>RECOMMENDATION: Approve increase to PO9-00224 not to exceed an additional \$700.00</p>

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: Approve Increase to Purchase Order for Marywin Deegin

PREPARED BY: Diane Marie, Director of Special Education

Diane Marie

TYPE OF ITEM: Consent Calendar: Student Services

BACKGROUND INFORMATION:

Marywin Deegan, an Independent Contractor, provides Assistive Technology Services. Approval is needed to increase Purchase Order PO9-00229 for an amount not to exceed an additional \$1,190.00 for Independent Contractor Agreement between Albany Unified School District and Marywin Deegan at a cost of \$110.00/hour, for Assistive Technology services for one student.

FINANCIAL INFORMATION:


Funding Source: Special Education

RECOMMENDATION: Approve increase to PO9-00229.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: APPROVE THE SAFE SCHOOL PLANS FOR 2009-2010

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction 

TYPE OF ITEM: *Review and Action*

BACKGROUND INFORMATION:

Each school shall adopt a comprehensive school safety plan by and shall review and update its plan every year. The plans are a component of the School Accountability Report Card (SARC).

FINANCIAL INFORMATION: No Fiscal Impact

RECOMMENDATION:

Approve the Safe School Plans for 2009-2010

ALBANY UNIFIED SCHOOL DISTRICT

CORNELL ELEMENTARY SCHOOL**COMPREHENSIVE SAFE SCHOOL PLAN**

(Updated June 25, 2009)

CONTENTS

- School Contact Information
- Safe School Vision Statement
- School Mission Statement
- Overall School Culture Goal
- Action Steps to Reach Goal (Site Plan)
- Assessment of School Crime at School
- Strategies and Programs that Foster School Safety
- Policies and Procedures
- School Safety Strategies and Programs
 - Component 1 - Personal Characteristics of Students and Staff
 - Component 2 - The School's Physical Environment
 - Component 3 - The School's Social Environment
 - Component 4 - The School's Culture

School Contact Information

County: Alameda County
School District: Albany Unified School District
Address: 904 Talbot Ave., Albany, CA 94706, Telephone (510) 558-3750
School Site Name: Cornell Elementary School
Address: 920 Talbot Ave, Albany, CA 94706
Telephone: 510-558-3700
Principal's Name: Wendy Holmes

Safe School Vision Statement

We believe that feeling and being safe are necessary for students to succeed. We believe in working actively in growing a caring community of teachers and learners in which each member is valued and acknowledged. We believe that connected relationships are key to ensuring that every student receives support and motivation to achieve his/her highest potential.

School Mission Statement

Our mission is to create a community of self-sufficient lifelong learners who are cooperative, respectful and responsible. We create safe, inclusive and engaging classrooms as places of exploration and creativity. We have routines and procedures that foster students taking responsibility for learning and achieving their personal best.

Students reflect on themselves as learners in the roles of readers, writers, mathematicians, scientists, historians, sociologists, athletes and artists. Our students see their own individual strengths and set goals for their learning. They develop the skills to empathize with others through active listening and group work. This helps them see themselves as unique and part of a larger diverse society. As we tend to their learning, we emphasize critical thinking, problem solving and students' ability to express themselves clearly. All of our students are moving towards mastering the essential skills and grade level standards so that they can thrive as learners in school and throughout their lives.

Overall School Culture Goal

The school will provide a safe, inclusive environment where students are engaged in active learning.

Action Steps for 2009-2010 to Reach School Culture Goal (Site Plan Action Steps)

- The school will foster an environment that welcomes all families and facilitates ways for families to make connections. We will create a system of "family buddies" to connect families, particularly ELL families, to serve as a means of offering support for each other. This system will also help new families understand school procedures in a supportive and friendly manner. The school will also support opportunities for families with differing structures to meet and discuss their particular needs.
- Teachers and staff will utilize lessons and activities from the Welcoming Schools curriculum and other resources at each grade level that will offer an articulated means to discuss issues of inclusion, bullying and name calling. The program helps students build understanding and empathy for differences that students have, facilitates the use of common language school-wide when addressing bullying at Cornell, and it assist students in making positive behavioral choices at school.
- The principal will lead anti-bullying discussions in classrooms each trimester as another means of helping to build a safe, welcoming and positive school environment where student learning can thrive. Also, in Fall 2009 and Spring 2009, the teaching faculty will engage in discussions where agreements are made about how we address discipline on a school-wide basis. The school will also offer means for parents to learn how to support their children to make positive behavioral choices at school as well as at home.
- Based on CST student achievement data and student need, Cornell teachers will identify target students in their classroom. Cornell staff will provide outreach to the students and their families with an emphasis on strengthening communication and relationship building. Positive outreach has shown to bring greater involvement in the school which, in turn, leads to improved student achievement.
- The school will continue to offer programs and practices which are effective in fostering a safe school with clear behavioral expectations, rules and policies. These programs and practices include the following: Conflict Manager

program, Peaceful Playground handbook, Cornell's school-wide Big Four Rules, school-wide focus on targeted lifeskills, monthly Community Time, Student Council, consistently enforced rules for the classroom and playground, weekly Student Study Team (SST) meetings, class meetings, weekly grade level collaboration/planning time, and home-school communication through classroom and school-wide newsletters, parent handbook and parent directory.

- Cornell School will continue to fund noon supervisors to monitor and guide students to maintain safe and positive behavior on the playground in the cafeteria at lunchtime.

Assessment of School Crime Committed at School

a. Suspension and Expulsion Data

Show few suspensions and no expulsions

b. CSSA Reports

Show little to no school crime

c. Student Progress Reports

Show the majority of students are making satisfactory progress towards grade level content standards and citizenship goals. All students are offered appropriate support for their academic and emotional growth.

d. Law enforcement interventions or crime reports

Show little or no school crime

e. Staff, Student, and Community Surveys

Surveys indicate continued work needed to prevent demeaning comments among students based on weight, body type, gender expression, special ed, socio-economic, and English proficiency.

f. Property Loss, Vandalism, and Insurance Reports

Little vandalism

Strategies and Programs that Foster a High Level of School Safety

a. Community-Parent Partnerships

The schools work closely with a broad range of community support groups, such as, Cornell PTA, SchoolCARE, Albany Education Foundation, Albany Music Fund, City of Albany, and Safe Routes to School

b. Conflict Resolution

The school has an active program which trains students in constructive ways of conflict resolution. 3rd, 4th and 5th grade students serve as Conflict Managers on the playground at all recesses.

c. Peer Counselors or Peer Mediation

The school models and supports conflict resolution strategies. Teachers model and facilitate mediation strategies and teach students to use "I Messages" when in a conflict.

d. After-School Activity Programs

After-school fee-based enrichment and intensive support programs are available to students. Classes that are offered include Spanish language class, Italian language class, recorder class, and chess class.

e. Probation or Law Enforcement Support

The district and schools cooperate closely with local law enforcement through the following means: School Attendance Review Board, School Resource Officers, Child Protective Services report, vehicle/pedestrian traffic management, and crossing guards

f. Anger Management – Staff work individually with students as needed. Students are trained to give "I messages" and other positive options when in a conflict. When available, the school organizes small anger management groups who meet with an intern counselor on a regular basis.

g. Gang Intervention – Staff are alert to any signs of gang behavior/attire.

Policies and Procedures

There are policies and procedures at the school site to address each of the following situations. They consist of Board Policies (BP's), Administrative Regulations (AR's) and other district and school policies and procedures.

a. Child Abuse Reporting Procedures

Forms and procedures are available in each school office.

b. Disaster Procedures

Each school has a "Site Emergency Plan" includes planning for and responding to a variety of emergencies. These procedures correspond to the SEMS (Standardized Emergency Management System) model of disaster planning required by Federal and State agencies.

c. District and School Suspension, Expulsion and Mandatory Expulsion Guidelines AUSD Board Policy and AR.

d. Procedures to Notify Teachers of Dangerous Pupils (AUSD Board Policy & AR)

e. Sexual Harassment Policy (AUSD Board Policy & AR)

f. School-wide Dress Code Relating to Gang-related Apparel (AUSD Board Policy & AR)

g. Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to the School

Signs are posted at all entries directing visitors to sign in at the office. Staff are alert to direct strangers to the office to sign in. PE teacher, who is on playground all day, is alert to adults entering the campus.

h. A Safe and Orderly School Environment Conducive to Learning
AUSD Board Policy and AR, school-wide discipline rules and procedures along with classroom rules, rewards and consequences enhance positive school climate and culture. The following programs and practices are in place at Cornell:

- School faculty meetings, grade level meetings.
- Conflict Manager program
- Peaceful Playground handbook
- Cornell's school-wide Big Four Rules
- School-wide focus on targeted lifeskills
- Monthly Community Time
- Student Council
- Consistently enforced rules for the classroom and playground
- Weekly Student Study Team (SST) meetings
- Class meetings
- Weekly grade level collaboration/planning time
- Home-school communication through classroom and school-wide newsletters
- Parent handbook
- Parent directory
- Behavior intervention plans (for specific students as needed)
- Student medication administration policies
- Attendance and Attendance Officer (Principal)
- Fire and disaster drill regulation and procedures
- Policies related to disciplinary action regarding special education students

An updated file containing all safety-related plans and materials is available for public inspection at this school.

A public meeting (Site Council and/or PTA) is held to allow members of the general community the opportunity to familiarize themselves with this school's Safe School Plan. The Site Council participates in the planning and approval of the Comprehensive Safe School Plan. A report of the status of the Safe School Plan will be made in the annual School Accountability Report Card which is available to the public. This report will include a description of key elements of the plan.

SCHOOL SAFETY STRATEGIES AND PROGRAMS

Component 1: Personal Characteristics of Students and Staff

The traits that students, teachers, administrators, and other personnel bring to the campus (ethnic/cultural diversity, various experiences) include the following:

Students, staff, community and other agencies are positive, constructive, willing and able to mutually cooperate in planning and implementation efforts.

Students, staff, families and community represent, contribute to and embrace a diverse spectrum of ethnic, cultural and language identification, experiences and understanding as well as experience and expertise directly related to safety and emergency preparation, etc.

Component 2: School's Physical Environment Component

The physical conditions in which education takes place

Examples of programs and practices in place:

- "Sign-in" procedure for visitors
- Tuesday visiting day in classrooms
- Upgraded telephone/intercom system with fire alarm system in every classroom
- Fire drills (once per month), Earthquake drills (two times per year) and Safe Inside drills (two times per year)
- Walkie-talkies for Principal, Secretaries, Physical Education teacher, and custodians.
- Security cameras are installed at entries.
- System for emergency water and food supply for student population
- Completed updated emergency backpacks in each classroom.
- Use of code words to use on the PA system to communicate emergency conditions to staff without alarming students.

What we want to do next:

- Increase lighting in stair wells, and near MPR for night time use
- Telephone for PE teacher
- Review method for communicating with office in an emergency

Component 3: School's Social Environment Component

The organizational and interpersonal processes that occur in and around the structure, procedures, and organization

Awareness Strategies:

- Early identification of young children (birth to age 3, linkage to early intervention programs, Albany Children's Center Pre-School)
- School rules at each site and in each classroom.
- On-site counseling interns by Berkeley-Albany Mental Health
- Staff Training -- Student Study Team, Section 504, Special Education referral processes
- Social skills instruction and guidance
- Direct communication with students and parents
- Annual articulation about student information from one year's teacher to the next including 5th to 6th grade. Specialists also pass on information about students with special needs.
- Parent training on education topics, such as Family Literacy Night, Back to School Night, and the PTA Education Program

- Communication/Sharing with the Police Dept., County Dept. of Health, Berkeley-Albany Mental Health, etc.
- Speakers meet with parents to discuss topics such as setting boundaries and developing self-esteem

Intervention & Referral:

- Student Study Team (SST) – Weekly meetings with general ed. teacher, specialists, principal, school psychologist and parents
- Assistance for students with learning/social/emotional problems
- Personnel – Principals, School Psychologist, Reading Specialists, ELD Teacher, Speech Therapist, Resource Teacher,
- Section 504 meetings and student plans for students with medical needs
- Weekly faculty meetings
- Weekly grade level team meetings
- Cross-site collaboration meetings (every six weeks)
- Weekly elementary principal meetings
- Administrative leadership team meetings (two times per month)
- Assessment planning team (weekly specialist group brown bag lunch to discuss student needs)
- Crisis management team (team activated to respond to tragic events)
- Identification of “at risk” students
- Behavior intervention plans for specific students
- Behavioral Therapist consultation for Special Education students
- Student Mentor Program - Supportive adult paired with student
- Classroom paraeducators for individual or small groups of students as needed

What we want to do next:

- Reach out more to families new to the country. Coordinate with Adult School, Albany Village and UC programs. Find more psychological support for all families.

Component 4: School's Cultural Environment Component

The general atmosphere or spirit of the school (norms, beliefs, and values)

Prevention Programs:

- Instruction of social decision making and development of problem solving skills
- School-wide implementation of Welcoming Schools curriculum, which focuses on anti-bias, character development, bullying prevention
- In-class student support program for special needs students
- Lunch Bunch buddy program in Special Day Class
- Buddy Program between upper and lower grade classes. (Program pairs an older student with younger student for entire year)
- Small counseling groups for students coping with issues at home and school
- Student sensitivity training programs to increase disability awareness

- Co-curricular & PE programs
- Instrumental and vocal music
- Anti-bullying assembly programs
- Before/after child care program facilitated by outside agency

Areas needing improvement or change:

Find more psychological support for all families.

Based on the analysis of data and major areas of desired change, our priorities for action are as follows:

- a. Continue to build programs which connect all students to the school. Continue to identify students most at risk of not meeting grade level standards and enhance/expand support systems for them.

ALBANY UNIFIED SCHOOL DISTRICT

MARIN ELEMENTARY SCHOOL**COMPREHENSIVE SAFE SCHOOL PLAN**
2009-2010**Contents:**

Assessment of Data on School Safety.

School Safety Strategies and Programs.

Component 1. Personal Characteristics of Students and Staff

Component 2. The School's Physical Environment

Component 3. The School's Social Environment

Component 4. The School's Culture

School Contact Information:

County: Alameda County

School District: Albany Unified School District

Address: 1001 Santa Fe, Albany, CA 94706, Telephone (510) 558-4740

School Site Name: Marin Elementary School

Address: 1001 Santa Fe, Albany, CA 94706

Telephone: 510-558-4740

Principal's Name: Laura Casdia

Safe School Vision Statement:

"We believe that feeling and being safe are necessary for students to succeed. We believe in working actively in growing a caring community of teachers and learners in which each member is valued and acknowledged. We believe that connected relationships are key to ensuring that every student receives support and motivation to achieve his/her highest potential."

Assessment of school crime committed on the school campus and at school-related activities:

- a. Suspension and expulsion data – show few suspensions and no expulsions.
- b. CSSA reports – show little to no school crime.
- c. Student progress reports – show the majority of students making satisfactory progress. Students who are not are identified, monitored and provided additional support.
- d. Law enforcement interventions or crime reports – show little or no school crime.

- e. Staff, student, and community surveys – indicate desire for expanded counseling for students. Staff identified area's of need: fifth grader profanity at small handball area, and additional efforts to prevent demeaning comments among students based on weight, body type, gender expression, special ed, socio-economic, and English proficiency. Parents expressed a desire to train students in self-defense.
- f. Property loss, vandalism, and insurance reports – little vandalism.

Strategies and programs that provide or maintain a high level of school safety, for example:

- a. Community-parent partnerships – The schools work closely with a broad range of community support groups, ie. PTA, Music Boosters, SchoolCare, University Village, UC, City of Albany, etc.
- b. Conflict resolution – The school has an active program which trains students in constructive ways of conflict resolution. Student Conflict Managers are on duty at all recesses.
- c. Peer counselors or peer mediation – The school models and supports conflict resolution strategies. Teachers model and facilitate mediation strategies
- d. After-school activity programs – After-school fee-based enrichment and intensive support programs are available to students, i.e. Spanish, recorder, choir, chess, ELD Club, etc.
- e. Probation or law enforcement support – The district and schools cooperate closely with local law enforcement, i.e. School Attendance Review Board, School Resource Officers, Child Protective Services report, vehicle/pedestrian traffic management, crossing guards, etc.
- f. Anger management – Staff work individually with students as needed. Students are trained to give "I messages" and other positive options. When available, the school organizes small anger management groups who meet with an intern counselor on a regular basis.
- g. Gang intervention – Staff are alert to any signs of gang or "wanna be" behavior/attire.
- h. School will implement "Welcoming Schools" curriculum.

5. **Policies and procedures** for each of the following situations. These policies are available at the school site. They consist of Board Policies (BP's), Administrative Regulations (AR's) and other district and school policies and procedures. (Not necessary to attach forms)

a. Child abuse reporting procedures – Forms and procedures are available in each school office.

b. Disaster procedures - Each school has a "Site Emergency Plan" (attached, red cover, tabbed, posted in each classroom) which includes planning for and responding to a variety of emergencies. These procedures correspond to the SEMS (Standardized Emergency Management System) model of disaster planning required by Federal and State agencies..

c. District and school suspension, expulsion and mandatory expulsion guidelines. -- AUDS Board Policy and AR.

d. Procedures to notify teachers of dangerous pupils – at each school.

e. Sexual harassment policy - AUDS Board Policy and AR.

f. School-wide dress code relating to gang-related apparel (gang-related apparel is not considered protected speech) - AUDS Board Policy and AR.

g. Procedure for safe ingress and egress of pupils, parents, and staff to and from school – At each school, ie. Signs posted at all entries directing visitors to sign in at the office. Staff are alert to direct strangers to the office to sign in. PE teacher who is on playground all day is alert to adults entering the campus.

h. A safe and orderly school environment conducive to learning. School discipline rules and procedures - AUDS Board Policy and AR, School Rules, Classroom Rules, rewards and consequences.

- Annual Parent Handbook – District and school.
- School Rules –
- Classroom behavior rules, i.e. Classroom "Constitutions", community agreements, etc.
- Grade Level Team Meetings – formal and informal
- Staff and Principal– school-wide behavior management, resources
- Individual communication
- Behavior intervention plans (for specific students as needed)
- Student medication administration policies
- Child abuse policy
- Crisis Management Team policy procedures
- School faculty meetings, grade level meetings.
- Attendance and Attendance Officer (Principal)
- Fire and disaster drill regulation and procedures
- Policies related to disciplinary action regarding special education students

An updated file containing all safety-related plans and materials is available for public inspection at this school.

A public meeting (Site Council and/or PTA) is held to allow members of the general community the opportunity to familiarize themselves with this school's Safe School Plan. The Site Council participates in the planning and approval of the Comprehensive Safe School Plan. A report of the status of the Safe School Plan will be made in the annual School Accountability Report Card which is available to the public. This report will include a description of key elements of the plan.

Data Summary

Component 1: Personal Characteristics of Students and Staff - The traits that students, teachers, administrators, and other personnel bring to the campus (ethnic/cultural diversity, various experiences)

Students, staff, community and other agencies are positive, constructive, willing and able to mutually cooperate in planning and implementation efforts. Necessary data is available. School, district and community resources are available.

Students, staff, families and community represent, contribute to and embrace a diverse spectrum of ethnic, cultural and language identification, experiences and understanding as well as experience and expertise directly related to safety and emergency preparation, etc.

There is an excellent and growing working relationship among the following groups.

- Albany Police and Fire Departments
- The business community and Albany Chamber of Commerce
- Social service agencies, i.e. Berkeley-Albany Community Mental Health
- University of California
- University Village
- Community leaders
- The media

Component 2: School's Physical Environment Component - The physical conditions in which education takes place (location, buildings, classrooms):

Examples of programs and practices in place:

- "Sign-in" procedure for visitors.
- Tuesday visiting day in classrooms.
- Upgraded telephone/intercom system with fire alarm system in every classroom
- Fire drill (once per month) and disaster (two times per year) drill system
- Personal cell phones.
- Security cameras have been installed around the exterior of the school.

What we want to do next:

- Address need for water and food for 3 days self-sufficiency.
- Inventory, refill and refresh emergency backpacks in each classroom.

- Review method for communicating with office in an emergency.
- Increase lighting in near MPR for night time use
- Walkie-talkies for Principal, Secretaries, Physical Education Teacher, custodians.

Component 3: School's Social Environment Component - The organizational and interpersonal processes that occur in and around the structure, procedures, and organization

Examples of programs and practices in place:

Awareness Strategies – School staff, students, parents, and community

- Early identification of young children (birth to age 3, linkage to early intervention programs, Albany Children's Center Pre-School)
- School rules at each site and in each classroom.
- Staff Training – Social Decision Making/Problem Solving Skills (Pre-K – 8), I&RS (Intervention & Referral Service), Section 504, Special Education referral processes, Student Study Team.
- Social skills instruction and guidance. Posters (in classrooms)
- Direct communication with students and parents (e.g., sexual harassment, bullying)
- Annual articulation re student information from one year's teacher to the next including 5th to 6th grade. Specialists included to pass on info re special ed students.
- Parent Training – annual training and education topics, as needed, ie., Special Ed and ELD Parent Night, ELD Back to School Night, PTA Education Program.
- Communication/Sharing with the Police Dept., County Dept. of Health, Berkeley-Albany Mental Health, etc.
- Speakers meet with parents to discuss topics such as setting boundaries and developing self-esteem.

Intervention & Referral –

- Student Study Team – weekly meetings of teacher, specialists and parents.
- Assist staff with student learning/social/emotional problems
- Personnel –Counselor, Principals, School Psychologist, Student Study Team
- Intervention & Referral Services
- Section 504 meetings and student plans for students with medical needs
- Faculty, grade level team meetings.
- Weekly Wednesday Staff Planning Days
- Elementary Principal meetings,

- Administrative Leadership Team meetings, x2 monthly.
- Assessment Planning Team (weekly specialist group brown bag lunch to discuss student needs)
- Crisis Management Team (team activated to respond to tragic events)
- Identification of "At Risk" students
- Behavior intervention plans for specific students
- Services of Consulting Behavioral Therapist for special day class students.
- Student Mentor Program - supportive adult paired with student
- Grade Level Team Meetings
- Referral to outside agencies regarding specific students, e.g., Berkeley-Albany Mental Health,
- Classroom Paraeducators for individual or small groups of students as needed

What we want to do next:

- Reach out more to families new to the country. Coordinate with Adult School, Albany Village and UC programs. Find more psychological support for all families.
- Develop code words to use on the PA system to communicate emergency conditions to staff without alarming students.

Component 4: School's Cultural Environment Component - The general atmosphere or spirit of the school (norms, beliefs, and values)

Examples of programs and practices in place:

Prevention Programs:

- All students are learners and teachers.
- All adults are teachers and learners.
- Social decision making/problem solving skills
- Classroom health curriculum, i.e. character development, bullying prevention.
- In-class student support program for special needs students
- Buddy Program between upper and lower grade classes. Pairs older with younger student for full year. Periodic activities.
- Small counseling group for students coping with separation, divorce, and death.
- Student mentors – supportive adult paired with student.
- Student sensitivity training programs regarding disabilities
- Student of the Week classroom student recognition program
- Co-curricular & PE programs
- Instrumental and vocal music
- Health and safety assembly programs
- Before/after child care program

- facilitated by outside agency
- Health/physical education during PE.
- Welcoming School Curriculum taught in all classrooms.

Areas needing improvement or change (from student, staff, and community surveys):

- Provide additional counseling services for elementary students with more stable funding and staffing.
- Reach out more to families new to the country. Coordinate with Adult School, Albany Village and UC programs. Find more psychological support for all families.
- Develop code words to use on the PA system to communicate emergency conditions to staff without alarming students.
- Address need for water and food for 3-5 days self-sufficiency.
- Inventory, refill and refresh emergency backpacks in each classroom.
- Review method for communicating with office in an emergency.
- Enhance efforts to prevent demeaning comments among students.
- Train students re "stranger danger" and self-defense.

Based on the analysis of data and major areas of desired change, our priorities for action are as follows:

- a. Continue to build programs which connect all students to the school. Continue to identify students most at risk of not meeting grade level standards and enhance/expand support systems for them.
- b. Continue the modernization plans for all elementary schools which includes many updated safety features, i.e. classroom phones, intercom system, fire alarm and sprinkler systems.
- c. Maintain security camera's at all elementary schools.
- d. Provide additional counseling services for elementary students with more stable funding and staffing.
- e. Enhance efforts to prevent demeaning comments.
- f. Train students re "stranger danger" and self-defense.

Our overall goals for the school year are:

- a. Continue to implement, refine and strengthen programs which connect all students to the school. Continue to identify students most at risk of not meeting grade level standards and build additional support systems for them.

b. Continue the modernization plans for all elementary schools which includes many updated safety features, i.e. classroom phones, intercom system, fire alarm and sprinkler systems.

c. Maintain the security camera's at all elementary schools.

d. Provide additional counseling services for elementary students with more stable funding and staffing.

e. Enhance efforts to prevent demeaning comments.

f. Train students re "stranger danger" and self-defense.

g. Implement Welcoming School curriculum in each classroom.

Attached: Site Emergency Plan with annual update pages

ALBANY UNIFIED SCHOOL DISTRICT

**OCEAN VIEW ELEMENTARY
SCHOOL****COMPREHENSIVE SAFE SCHOOL PLAN**
2009-2010**Contents:**

Assessment of Data on School Safety.

School Safety Strategies and Programs.

Component 1. Personal Characteristics of Students and Staff

Component 2. The School's Physical Environment

Component 3. The School's Social Environment

Component 4. The School's Culture

School Contact Information:

County: Alameda County

School District: Albany Unified School District

Address: 906 Talbot Ave, Albany, CA 94706, Telephone (510) 558-3766

School Site Name: Ocean View Elementary School

Address: 1000 Jackson Street, Albany, CA 94706

Telephone: 510-558-4800

Principal's Name: Terry Georgeson

Safe School Vision Statement:

We at Ocean View School believe that all students need to feel safe and welcomed in order to be successful. We work actively in a caring community of teachers, parents and students to ensure that each member of our community is safe. We believe that connected relationships are key to ensuring that every student receives support and motivation to achieve his/her highest potential.

Assessment of school crime committed on the school campus and at school-related activities:

- a. Suspension and expulsion data – show few suspensions and no expulsions.
- b. CSSA reports – show little to no school crime.
- c. Student progress reports – show the majority of students making satisfactory progress. Students who are not identified, monitored and provided additional assistance.
- d. Law enforcement interventions or crime reports – show little or no school crime.
- e. Staff, student, and community surveys – indicate desire for continued and expanded counseling for students. Staff identified area's of need: 1. Student

profanity on playground area, and additional efforts to prevent demeaning comments among students based on weight, body type, gender expression, special ed, socio-economic, and English proficiency. 2. Counseling services offered to students demonstrating need. Property loss, vandalism, and insurance reports show little vandalism.

Strategies and programs that provide or maintain a high level of school safety, for example:

- a. Community-parent partnerships – The schools work closely with a broad range of community support groups, ie. PTA, Music Boosters, SchoolCare, University Village, UC, Albany-Berkeley Mental Health, and City of Albany.
- b. Conflict Resolution – The school has an active teacher directed program which trains students in constructive ways of conflict resolution.
- c. Peer counselors or peer mediation – The school could benefit from a model that supports peer conflict resolution strategies and practices. Teachers do model and facilitate mediation strategies within classrooms and during recess.
- d. After-school activity programs – After-school fee-based enrichment and intensive support programs need to be more available for students.
- e. Probation or law enforcement support – The district and schools cooperate with local law enforcement, i.e. Albany Police, School Resource Officer, Child Protective Services report, vehicle/pedestrian traffic management, crossing guards, U.C Police Department.
- f. Anger management – Staff work individually with students as needed. Students are trained to give “I messages” and other positive options. When available, the school organizes small anger management groups who meet with an intern counselor as available.
- g. Gang intervention – Staff are alert to any signs of gang or “wanna be” behavior/attire and report concerns to administration

5. **Policies and procedures** for each of the following situations. These policies are available at the school site. They consist of Board Policies (BP's), Administrative Regulations (AR's) and other district and school policies and procedures. (Not necessary to attach forms)

- a. Child abuse reporting procedures – Forms and procedures are available in each school office.
- b. Disaster procedures - Each school has a “Site Emergency Plan” (attached, red cover, tabbed, posted in each classroom) which includes planning for and responding to a variety of emergencies. These procedures correspond to the SEMS (Standardized Emergency Management System) model of disaster planning required by Federal and State agencies..

c. District and school suspension, expulsion and mandatory expulsion guidelines. -- AUSD Board Policy and AR.

d. Procedures to notify teachers of dangerous pupils – at each school.

e. Sexual Harassment policy - AUSD Board Policy and AR.

f. School-wide dress code relating to gang-related apparel (gang-related apparel is not considered protected speech) - AUSD Board Policy and AR.

g. Procedure for safe ingress and egress of pupils, parents, and staff to and from school – At each school, ie. Signs posted at all entries directing visitors to check-in with the office. Early student pick up is done through the office. The PE teacher/staff who is on the playground is alert to adults entering the campus and will report incidence.

h. A safe and orderly school environment conducive to learning. School discipline rules and procedures - AUSD Board Policy and AR, School Rules, Classroom Rules, rewards and consequences.

- Annual Parent Handbook – District and school.
- School and Classroom behavior rules, i.e. Classroom "Constitutions", community agreements, etc.
- Grade Level Team Meetings – formal and informal
- Staff and Principal– school-wide behavior management, resources
- Individual parent communication
- Behavior intervention plans (for specific students as needed)
- Student medication administration policies
- Child abuse policy
- Crisis Management Team policy procedures
- School faculty meetings, grade level meetings.
- Attendance and Attendance Officer (Principal)
- Fire and disaster drill regulation and procedures
- Policies related to disciplinary action regarding special education students

An updated file containing all safety-related plans and materials is available for public inspection at this school.

A public meeting (Site Council and/or PTA) is held to allow members of the general community the opportunity to familiarize themselves with this school's Safe School Plan. The Site Council participates in the planning and approval of the Comprehensive Safe School Plan. A report of the status of the Safe School Plan will be made in the annual School Accountability Report Card which is available to the public. This report will include a description of key elements of the plan.

Data Summary

Component 1: Personal Characteristics of Students and Staff - The traits that students, teachers, administrators, and other personnel bring to the campus (ethnic/cultural diversity, various experiences)

Students, staff, community and other agencies are positive, constructive, willing and able to mutually cooperate in planning and implementation efforts. Necessary data is available. School, district and community resources are available.

Students, staff, families and community represent, contribute to and embrace a diverse spectrum of ethnic, cultural and language identification, experiences and understanding as well as experience and expertise directly related to safety and emergency preparation, etc.

There is an excellent and growing working relationship among the following groups. The principal is an active member of Crossroads, a group which meets regularly to promote communication, service delivery and resource development among Albany Unified School District, City of Albany, the University of California and other community groups.

- Albany Police and Fire Departments
- The business community and Albany Chamber of Commerce
- Social service agencies, i.e. Berkeley-Albany Community Mental Health
- University of California
- University Village
- Community leaders
- The media

Component 2: School's Physical Environment Component - The physical conditions in which education takes place (location, buildings, classrooms):

Examples of programs and practices in place:

- "Sign-in" procedure for visitors and volunteers.
- Tuesday visiting day in classrooms. Directed tours only
- Upgraded telephone/intercom system with fire alarm system in every classroom
- Fire drill (once per month) and disaster (two times per year) drill system
- Walkie-talkies for Principal, Assistant Principal or Yard Duty lead, Secretaries, Custodians
- Personal cell phones.
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- Monitored access – Security cameras are installed at entries.
- Water and food for 3 days self-sufficiency. (PTA)
- Inventory, refill and refresh emergency backpacks in each classroom. (PTA)
- Annually review method for communicating with office in an emergency.

Component 3: School's Social Environment Component - The organizational and interpersonal processes that occur in and around the structure, procedures, and organization

Examples of programs and practices in place:

Awareness Strategies – School staff, students, parents, and community

- Early identification of young children (birth to age 3, linkage to early intervention programs, Albany Children's Center Pre-School)
- School rules at each site and in each classroom.
- Counselor – We have had counseling interns.
- Student Study Team- Section 504, Special Education referral processes and intervention strategy plans
- Social skills instruction and guidance, teacher modeling, counseling
- Direct communication with students and parents (e.g., sexual harassment, bullying, conflict resolution)
- Annual articulation re student information from one year's teacher to the next including 5th to 6th grade. Specialists included to pass on info re special ed students.
- Parent Training – annual training and education topics, as needed, ie., Special Ed and ELD Parent Night, ELD Back to School Night, PTA Education Program.
- Communication/Sharing with the Police Dept., County Dept. of Health, Berkeley-Albany Mental Health, etc.
- Speakers meet with parents to discuss topics such as setting boundaries and developing self-esteem.

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Intervention & Referral –

- Student Study Team – weekly meetings of teacher, specialists and parents.
- Assist staff with student learning/social/emotional problems
- Personnel –Counselor, Principals, Assistant Principals, Nurses, School Psychologist, Student Study Team
- Intervention & Referral Services
- Section 504 meetings and student plans for students with medical needs.
- Faculty, grade level team meetings.
- Weekly Wednesday Staff Planning Days
- Elementary Principal meetings, weekly.
- Administrative Leadership Team meetings weekly.
- Assessment Planning Team (specialist group brown bag lunch to discuss student needs)
- Crisis Management Team (team activated to respond to tragic events).
- Identification of "At Risk" students through CST and district data
- Behavior intervention plans for specific students
- Services of Consulting Behavioral Therapist for special day class students.
- Student Mentor Program - supportive adult paired with student
- Grade Level Team Meetings.
- Referral to counseling regarding specific students, e.g., Berkeley-Albany Mental Health.

What we want to do next:

- Reach out to families new to the country using a welcoming parent handbook. Coordinate with Albany Village and UC programs.
- Create better access to psychological support for families.
- Revisit code words used on the PA system to communicate emergency conditions to staff without alarming students.

Component 4: School's Cultural Environment Component - The general atmosphere or spirit of the school (norms, beliefs, and values)

Examples of programs and practices in place:

Prevention Programs:

- All students are learners and teachers.
- All adults are teachers and learners.
- Social decision making/problem solving skills
- Classroom health and puberty education curriculum, i.e. Welcoming Schools, and Family Life Education
- In-class student support program for special needs students
- Lunch Bunch buddy program in Special day Class.
- Guided Play Program – special day class and other students after school.
- Buddy "Otters" Program between upper and lower grade classes. Pairs older with younger student for reading and for periodic activities.
- Through counseling program small groups for students i.e. social skills, coping with separation, divorce, and death.
- Student mentors – supportive adult paired with student.
- Student sensitivity training programs regarding diversity/differences and disabilities
- Student of the Week student recognition program, classroom and school wide.
- Co-curricular & PE programs
- Instrumental and vocal music
- Health and safety assembly programs
- Before/after child care program facilitated by outside agency
- Health/physical education during PE and with classroom teachers.

Areas needing improvement or change (from student, staff, and community surveys):

- Provide additional counseling services (hours increased) for students with more chronic issues.
- Reach out more to families new to the country/bay area. Coordinate with Adult School, Albany Village and UC programs.
- Develop a more comprehensive Emergency Plan
- Inventory, refill and refresh emergency backpacks in each classroom.
- Enhance efforts to prevent demeaning comments among students.
- Train students: self-defense and assertiveness training.

Based on the analysis of data and major areas of desired change, our priorities for action are as follows:

- a. Continue to build programs that connect all students to the school.
- b. Plan staff development: that will enhance instruction.
- c. Plan staff development that will enhance community building and appreciation of the schools diversity
- d.. Continue to identify students most at risk of not meeting grade level standards and enhance/expand support systems for them.
- e. Enhance efforts to prevent demeaning comments between students with by using the Welcoming Schools curriculum.
- f. Train students re and self-defense and assertiveness training

Our overall goals for the school year are:

- a. Continue to implement, refine and strengthen programs that connect all students to the school. Continue to identify students most at risk of not meeting grade level standards and build additional support systems for them.
- b. Maintain counseling services for students and families.
- c. Enhance efforts to develop a school wide appreciation for our school diversity.

ALBANY UNIFIED SCHOOL DISTRICT**ALBANY MIDDLE SCHOOL****COMPREHENSIVE SAFE SCHOOL PLAN****Contents:**

Assessment of Data on School Safety.

School Safety Strategies and Programs.

Component 1. Personal Characteristics of Students and Staff

Component 2. The School's Physical Environment

Component 3. The School's Social Environment

Component 4. The School's Culture

School Contact Information:

County: Alameda County

School District: Albany Unified School District

Address: 904 Talbot Ave, Albany, CA 94706, Telephone (510) 558-3750

School Site Name: Albany Middle School

Address: 1259 Brighton Avenue, Albany, CA 94706

Telephone: 510-558-3600

Principal's Name: Robin Davis

Safe School Vision Statement:

"We believe that feeling and being safe are necessary for students to succeed. We believe in working actively in growing a caring community of teachers and learners in which each member is valued and acknowledged. We believe that connected relationships are key to ensuring that every student receives support and motivation to achieve his/her highest potential."

Assessment of school crime committed on the school campus and at school-related activities:

- Suspension and expulsion data – show suspensions for nonviolent incidents and no expulsions.
- CSSA reports – show little to no school crime.
- Student progress reports – show the majority of students making satisfactory progress. Students who are not are identified, monitored and provided additional support.
- Law enforcement interventions or crime reports – show theft of small items such as cell phones and iPods primarily out of PE lockers and backpacks. We have worked closely with the School Resource Officer this year in investigating thefts.
- Staff, student, and community feedback indicate desire for expanded counseling for students. We were fortunate to have three, full time counselors this year, one at each grade level. However, next year, due to budget reductions we are staffed for only two counselors. Staff identified area's of need: Increased adult supervision before and after school and at lunch; a tougher, more enforceable lunch detention which we were unable to staff this past year because of budget cuts; an articulated school-wide discipline plan including positive supports; and additional efforts to prevent demeaning comments and bullying among students based on weight, body type, gender expression, special ed, socio-economic, and English proficiency.
- Incidences of bike theft have been virtually eliminated by a locked bike cage. We have also installed new skateboard/scooter racks.
- Property loss, vandalism, and insurance reports – little vandalism. Occasional graffiti in bathrooms and some outside school which we clean up immediately.
- Community Problems: As we are in an urban setting we at times are visited by students from other middle schools and high schools in the area. Occasionally we have to monitor activity between these groups and our students. We also monitor the off-campus area adjacent to the school beneath the BART tracks which is often a meeting place for fights.

- Tobacco and other drugs – Have confiscated some drug-related paraphernalia from students. One incident this year of a student who was in possession of a small amount of marijuana. We are fairly certain that we have a small group of students who are experimenting with drugs and alcohol outside of school. Students express concerns that classmates are experimenting with drugs and alcohol.

Strategies and programs that provide or maintain a high level of school safety, for example:

- Bullying Prevention- We ran a focused unit on bullying prevention during advisory last year. We would like to fund a school-wide bullying prevention assembly with classroom follow-up session next year.
- Community-parent partnerships – Albany Middle School works closely with a broad range of community support groups, ie. PTA, Music Boosters, SchoolCare, University Village, UC, City of Albany, etc.
- Conflict resolution – Students are required to participate in Problem-Solving Conferences to resolve interpersonal conflicts. Students may also request in the counseling office meeting room to attempt to resolve interpersonal conferences. Groups of students also meet with counseling staff to resolve issues.
- Peer Educators – A team of 8th grade students is trained to provide peer education units to 6th graders. One of our school guidance counselors facilitates this activity.
- After-school activity programs – After-school fee-based enrichment and intensive support programs are available to students, i.e. Spanish, recorder, choir, chess, ELD Club, etc.
- Probation or law enforcement support – The district and schools cooperate closely with local law enforcement, i.e. School Attendance Review Board, School Resource Officers, Child Protective Services report, vehicle/pedestrian traffic management, crossing guards, etc.
- Anger management – Staff work individually with students as needed. Students are trained to give “I messages” and other positive options. When available, the school organizes small anger management groups who meet with an intern counselor on a regular basis.
- Gang intervention – Staff are alert to any signs of gang or “wanna be” behavior/attire. We have also consulted with our School Resource Officer around gang related concerns.
- At-risk Interventions – Classes offering remedial math and English instruction to identified students are integrated into the school day.
- Guidance Counselors – We have had three full-time counselors –one for each grade level this year available to students throughout the school day. Berkeley Mental Health has also provided mental health services through a licensed clinician and interns.
- Psychoeducational Groups-Groups led by counselors this year have addressed topics including, anger management, friendship, motivation, divorce, and attention.
- Student Leadership Team
- Noontime activities – supervised by staff and appointed students
- Parent Volunteers- Parents volunteer during lunch to help serve students as well as provide general supervision during lunchtime. We would like to increase parent participation in this volunteer effort.

5. Policies and procedures for each of the following situations. These policies are available at the school site. They consist of Board Policies (BP's), Administrative Regulations (AR's) and other district and school policies and procedures.

- Child abuse reporting procedures – Forms and procedures are available in school office.

- b. Disaster procedures - Albany Middle School has a "Site Emergency Plan" (attached, red cover, tabbed, posted in each classroom) which includes planning for and responding to a variety of emergencies. These procedures correspond to the SEMS (Standardized Emergency Management System) model of disaster planning required by Federal and State agencies. This plan is reviewed annually with staff. Monthly disaster drills are scheduled.
- c. District and school suspension, expulsion and mandatory expulsion guidelines. -- AUDS Board Policy and AR.
- d. Procedures to notify teachers of dangerous pupils -- at each school
- e. Sexual harassment policy - AUDS Board Policy and AR
- f. School-wide dress code relating to gang-related apparel (gang-related apparel is not considered protected speech). Regulations in place to address the wearing of inappropriate, suggestive, or revealing clothing. No sagging requirement for boys. - AUDS Board Policy and AR. Students may be asked to turn clothing inside-out to obscure inappropriate lettering or images. They may also be asked to change out of inappropriate clothing.
- g. Procedure for safe ingress and egress of pupils, parents, and staff to and from school -- Signs are posted at all entries directing visitors to sign in at the office. Staff are alert to direct strangers to the office to sign in. We operate a closed campus. Once students arrive on campus they are not allowed to leave until the school day is over. Our playground is closed to the public during the school day as is Cougar Field.
- h. A safe and orderly school environment conducive to learning. School discipline rules and procedures - AUDS Board Policy and AR, School Rules, Classroom Rules, rewards and consequences.
 - Student Handbook -- Included as part of Student Planner which is available to all students
 - School Rules -- Covered in Student Handbook
 - Classroom behavior rules -- posted in classrooms
 - Grade Level Team Meetings -- formal and informal
 - Staff and Principal-- school-wide behavior management, resources
 - Individual communication
 - Behavior intervention plans (for specific students as needed)
 - Student medication administration policies
 - Child abuse policy
 - Crisis Management Team policy procedures
 - School faculty meetings, grade level meetings.
 - Attendance Clerk -- Auto dialer reports absences
 - Fire and disaster drill regulation and procedures
 - Policies related to disciplinary action regarding special education students

An updated file containing all safety-related plans and materials is available for public inspection in the school office.

A public meeting (Site Council and/or PTA) is held to allow members of the general community the opportunity to familiarize themselves with this school's Safe School Plan. The Site Council participates in the planning and approval of the Comprehensive Safe School Plan. A report of the status of the Safe School Plan will be made in the annual School Accountability Report Card which is available to the public. This report will include a description of key elements of the plan.

A PTA parent representative heads our Disaster Preparedness Committee. This year the committee inventoried all our emergency supplies and updated and added to the inventory as needed.

Data Summary

Component 1: Personal Characteristics of Students and Staff - The traits that students, teachers, administrators, and other personnel bring to the campus (ethnic/cultural diversity, various experiences)

Students, staff, community and other agencies are positive, constructive, willing and able to mutually cooperate in planning and implementation efforts. Necessary data is available. School, district and community resources are available.

Students, staff, families and community represent, contribute to and embrace a diverse spectrum of ethnic, cultural and language identification, experiences and understanding as well as experience and expertise directly related to safety and emergency preparation, etc.

There is an excellent and growing working relationship among the following groups.

- Albany Police and Fire Departments
- Teen Center
- Albany YMCA
- The business community and Albany Chamber of Commerce
- Social service agencies, i.e. Berkeley-Albany Community Mental Health
- University of California
- University Village
- Community leaders
- The media

Component 2: School's Physical Environment Component - The physical conditions in which education takes place (location, buildings, classrooms):

Examples of programs and practices in place:

- "Sign-in" procedure for visitors
- Thursday visiting day in classrooms
- Upgraded telephone/intercom system with fire alarm system in every classroom
- Fire drill (once per month) and disaster (two times per year) drill system
- 2-way radios for Principal, Assistant Principal, Secretaries, Physical Education Teacher, custodians, and other staff as needed
- Personal cell phones
- Megaphones placed throughout the school for emergency communications
- Security System in place with video monitor for playback which is scheduled for an upgrade this coming year

What we want to do next:

- Address need for water, food and supervision for 3 days self-sufficiency
- Review method for communicating with office in an emergency. Also use 2-way radios more effectively.
- Update School Safety Plan to incorporate "*Seven-Step Planning Process for Safe and Effective Schools.*"

Component 3: School's Social Environment Component - The organizational and interpersonal processes that occur in and around the structure, procedures, and organization

Examples of programs and practices in place:

- **Awareness Strategies** – School staff, students, parents, and community
 - School rules in each classroom
 - Health class for 7th graders
 - Guidance Counselors and mental health interns

- Staff Training – Social Decision Making/Problem Solving Skills (Pre-K – 8), I&RS (Intervention & Referral Service), Section 504, Special Education referral processes, Student Study Team
- Social skills instruction and guidance. Posters (in classrooms)
- Direct communication with students and parents (e.g., sexual harassment, bullying)
- Annual articulation re student information from one year's teacher to the next including 5th to 6th grade. Specialists included to pass on info re special ed students.
- Parent Training – annual training and education topics, as needed, ie. Title I, Special Ed and ELD Parent Night, ELD Back to School Night, PTA Education Program
- Communication/Sharing with the Police Dept., County Dept. of Health, Berkeley-Albany Mental Health, etc.
- Speakers meet with parents to discuss topics such as setting boundaries and developing self-esteem.

Intervention & Referral –

- Student Study Team – weekly meetings of teacher, specialists and parents
- Assist staff with student learning/social/emotional problems
- Personnel –Counselor, Principals, Assistant Principals, School Psychologist, Student Study Team
- Intervention & Referral Services including collaboration with Berkeley Mental Health
- Section 504 meetings and student plans for students with medical needs
- Faculty, grade level team meetings
- Weekly Counselor's Meeting comprised of counselors, principal, and vice principal, and mental health staff as appropriate to discuss individual student issues/concerns and to develop intervention plans
- Weekly Leadership Team Meeting
- Weekly Wednesday Staff Planning Days
- Administrative Leadership Team meetings, x2 monthly.
- Assessment Planning Team (weekly specialist group brown bag lunch to discuss student needs)
- Crisis Management Team (team activated to respond to tragic events)
- Identification of "At Risk" students
- Behavior intervention plans for specific students
- Services of Consulting Behavioral Therapist for special day class students and other special education students
- Leadership Team Meeting – team of administrators, teachers, and staff meet weekly
- Grade Level Team Meetings
- Referral to outside agencies regarding specific students, e.g., Berkeley-Albany Mental Health
- Classroom Para educators for individual or small groups of students as needed
- Peer Educators

What we want to do next:

- Reach out more to families new to the country. Coordinate with Adult School, Albany Village and UC programs. Find more psychological support for all families.

Component 4: School's Cultural Environment Component - The general atmosphere or spirit of the school (norms, beliefs, and values)

Examples of programs and practices in place:

Prevention Programs:

- All students are learners and teachers
- All adults are teachers and learners
- Social decision making/problem solving skills
- Classroom health curriculum, i.e. character development, bullying prevention.
- In-class student support program for special needs students
- Lunch Bunch buddy program in Special day Class

- PE Pals – students working with adaptive PE students
- Small counseling group for students coping with separation, divorce, and death.
- Student sensitivity training programs regarding disabilities
- Cobra of the Month student recognition program
- Co-curricular & PE programs
- Instrumental and vocal music
- Health and safety assembly programs
- Before/after child care program facilitated by outside agency
- Add health education class to 7th period wheel

Areas needing improvement or change (from student, staff, and community surveys):

- Attract and fund coaches for after school sports in the face of budget cuts
- Find funding to maintain one counselor for each grade level
- Reach out more to families new to the country. Coordinate with Adult School, Albany Village and UC programs. Find more psychological support for all families.
- Schedule intruder alert drills
- Review method for communicating with office in an emergency
- Enhance efforts to prevent demeaning comments among students
- Increase adult supervision during lunch. Parent volunteers may partially address this concern
- Ability to keep library open during lunch not that the library tech position has been eliminated

Based on the analysis of data and major areas of desired change, our priorities for action are as follows:

- a. Continue to build programs that connect all students to the school. Continue to identify students most at-risk of not meeting grade level standards and enhance/expand support systems for them.
- b. Connect all students to the school. Continue to identify students most at risk of not meeting grade level standards and enhance/expand support systems for them.
- c. Look for ways to maintain a consistent arts program given current budget reductions.
- d. Given reduction of the school day to 6 periods, we have significantly reduced the number of computer/keyboarding classes or health education classes offered.
- e. Develop consistent building upkeep and maintenance schedule, that includes regular watering and weeding. Albany Middle School signs in front of the building and at corner of the parking lot have been restored.
- f. Provide additional Bully Prevention training and intervention.
- g. Enhance efforts to prevent demeaning comments.

Our overall goals for the school year are:

- a. Continue to implement, refine and strengthen programs, which connect all students to the school. Continue to identify students most at risk. Enhance efforts to prevent demeaning comments, including Bully Prevention.
- b. Meeting grade level standards and build additional support systems for them.
- c. Increase adult supervision before, during, and after school.
- d. Provide additional counseling services for students with more stable funding and staffing.

- e. Find hard monies to fund Project Alert and other tobacco and other drug education/prevention programs.
- f. Work toward identifying essential standards in core subjects and assessing student competency.
- g. Coordinating school-based mental health services given the new district-wide delivery model.
- h. Continue to develop awareness and respect for all students by supporting the work started this year by the Student Voices, our diversity club.
- i. Work toward greening of Albany Middle School through a viable recycling program and ongoing support of the AMS garden, garden club, and the staff who support these efforts.

Attached: Site Emergency Plan with annual update pages.

ALBANY UNIFIED SCHOOL DISTRICT

MACGREGOR HIGH SCHOOL

COMPREHENSIVE SAFE SCHOOL PLAN

Contents:

Assessment of Data on School Safety.

School Safety Strategies and Programs.

Component 1. Personal Characteristics of Students and Staff

Component 2. The School's Physical Environment

Component 3. The School's Social Environment

Component 4. The School's Culture

School Contact Information:

County: Alameda County

School District: Albany Unified School District

Address: 904 Talbot Ave, Albany, CA 94706, Telephone (510) 558-3750

School Site Name: MacGregor High School

Address: 720 Jackson St, Albany, CA 94706

Telephone: 510-559-6570

Principal's Name: Alexia Ritchie

Safe School Vision Statement:

"We believe that feeling and being safe are necessary for students to succeed. We believe in working actively in growing a caring community of teachers and learners in which each member is valued and acknowledged. We want to create a positive climate with an emphasis on enhancing academic achievement, self-esteem, physical well-being, interpersonal skills and personal goal setting."

Assessment of school crime committed on the school campus and at school-related activities:

- Suspension and expulsion data – show suspensions for nonviolent incidents and no expulsions.
- Student progress reports – show the majority of students making satisfactory progress. Students who are not identified, monitored and provided additional support.
- Law enforcement interventions or crime reports – show theft of small items such as cell phones and iPods primarily out of classrooms and backpacks. We have worked closely with the School Resource Officer this year in investigating thefts.
- Staff, student, and community feedback – indicate desire for continued counseling for students, which will be maintained next year via Albany High School. The site neighbors expect removal of graffiti within 24 hours. Staff identified areas of need: Increased

campus security especially given the new extended MacGregor schedule, the addition of younger students and Albany High culinary arts students now on campus.

- Property loss, vandalism, and insurance reports – little vandalism. Occasional graffiti in bathrooms and some outside school, which we clean up immediately.
- Community Problems: As we are in an urban setting we at times are visited by students from other middle schools and high schools in the area. Occasionally we have to monitor activity from youth in the area, which like and use our campus for its seclusion. There is evidence of skateboarders using outside furniture as well as the roof during the evening and weekend hours.
- Tobacco and other drugs – Have confiscated some drug-related paraphernalia from students. We are fairly certain that we have a small group of students who are experimenting and frequently using/abusing drugs and alcohol outside of school. We suspect some try to bring it on campus.

Strategies and programs that provide or maintain a high level of school safety, for example:

- a. Community-parent partnerships – The school works closely with a broad range of community support groups, i.e. The Albany Police Department, Berkeley Youth Alternative, the Albany YMCA, Albany Rotary, SchoolCARE, Albany Education Foundation and the City of Albany.
- b. Individual and Group Counseling- We have a counselor that works with each student and their Support Plan. We also have the services similar to those we had through Berkeley Mental Health for individual and group counseling support.
- c. Probation or law enforcement support – The district and schools cooperate closely with local law enforcement, i.e. School Attendance Review Board, School Resource Officers, Child Protective Services report, vehicle/pedestrian traffic management.
- d. Gang intervention – Staff are alert to any signs of gang or "want to be" behavior/attire. Albany Police is notified of any signs or gang behavior.
- e. At-risk Interventions – Parent-Guardian members are involved with any intervention of those students who are not successful in our program. Other interventions included McCullum Youth Court in Oakland for truancy and other criminal offenses.
- f. Guidance Counselors – We have one part-time counselor who works three days a week. She works with the students on academic and other personal issues. Berkeley Mental Health has also provided mental health services through a licensed clinician and interns.
- g. Psychoeducational Groups-Groups led by interns this year have addressed topics including transition, multi-cultural and other self-esteem topics

5. **Policies and procedures** for each of the following situations. These policies are available at the school site. They consist of Board Policies (BP's), Administrative Regulations (AR's) and other district and school policies and procedures. (Not necessary to attach forms)

- a. Child abuse reporting procedures – Forms and procedures are available in each school office.
- b. Disaster procedures - Each school has a "Site Emergency Plan" which includes planning for and responding to a variety of emergencies. These procedures correspond to the SEMS (Standardized Emergency Management System) model of disaster planning required by Federal and State agencies..
- c. District and school suspension, expulsion and mandatory expulsion guidelines. -- AUSD Board Policy and AR.
- d. Procedures to notify teachers of dangerous pupils – at each school.
- e. Sexual harassment policy - AUSD Board Policy and AR.
- f. School-wide dress code relating to gang-related apparel (gang-related apparel is not considered protected speech). Regulations in place to address the wearing of inappropriate, suggestive, or revealing clothing.
- g. Procedure for safe ingress and egress of pupils, parents, and staff to and from school – At each school signs posted at all entries directing visitors to sign in at the office. Staff is alerted to direct strangers to the office to sign in. We operate a closed campus. Once students arrive on campus they are not allowed to leave until the school day is over.
- h. A safe and orderly school environment conducive to learning. School discipline rules and procedures - AUSD Board Policy and AR, School Rules, Classroom Rules,
 - Student Handbook – distributed to each new student.
 - School Rules – Covered in Student Handbook
 - Staff, security and Principal– school-wide behavior management, resources
 - Individual Education Plans-for students who qualify
 - Behavior intervention plans (for specific students as needed)
 - Student medication administration policies
 - Child abuse policy
 - Crisis Management Team policy procedures
 - School faculty meetings.
 - Attendance – Personal calls to parents to report daily and period absences
 - Fire and disaster drill regulation and procedures
 - Policies related to disciplinary action regarding special education students

An updated file containing all safety-related plans and materials is available for public inspection at this school.

A public meeting (Site Council and/or PTA) is held to allow members of the general community the opportunity to familiarize themselves with this school's Safe School Plan. The Site Council participates in the planning and approval of the Comprehensive Safe School Plan. A report of the status of the Safe School Plan will be made in the annual School Accountability Report Card, which is available to the public. This report will include a description of key elements of the plan.

The Principal, secretary and Campus Security head our Disaster Preparedness Committee. This year the committee inventoried all our emergency supplies and updated and added to the inventory as needed.

Data Summary

Component 1: Personal Characteristics of Students and Staff - The traits that students, teachers, administrators, and other personnel bring to the campus (ethnic/cultural diversity, various experiences)

Students, staff, community and other agencies are positive, constructive, willing and able to mutually cooperate in planning and implementation efforts. Necessary data is available. School, district and community resources are available.

Students, staff, families and community represent, contribute to and embrace a diverse spectrum of ethnic, cultural and language identification, experiences and understanding as well as experience and expertise directly related to safety and emergency preparation, etc.

There is an excellent and growing working relationship among the following groups.

- Albany Police and Fire Departments
- Albany YMCA
- The business community and Albany Rotary
- Social service agencies, i.e. Berkeley-Albany Community Mental Health
- Community leaders such as City Council members
- The media such as the Journal newspaper.

Component 2: School's Physical Environment Component - The physical conditions in which education takes place (location, buildings, classrooms):

Examples of programs and practices in place:

- "Sign-in" procedure for visitors.
- Fire drill (once per month) and disaster (two times per year) drill system
- Personal cell phones.
- Security System in place with video monitor for playback.
-

What we want to do next:

- Address need for water, food and supervision for 3 days self-sufficiency.
- Review method for communicating with the District Office in an emergency. Also how to acquire and use 2-way radios more effectively.
- Update School Safety Plan to incorporate "Seven-Step Planning Process for Safe and Effective Schools."

Component 3: School's Social Environment Component - The organizational and interpersonal processes that occur in and around the structure, procedures, and organization

Examples of programs and practices in place:

Awareness Strategies – School staff, students, parents, and community

- Guidance Counselors and mental health interns
- Staff Training – Social Decision Making/Problem Solving with at-risk students, Section 504, Special Education referral processes, Student Study Team.
- Social skills instruction and guidance. Posters (in classrooms)
- Direct communication with students and parents (e.g., sexual harassment, bullying)
- Communication/Sharing with the Police Dept., County Dept. of Health, Berkeley-Albany Mental Health, etc.

Intervention & Referral –

- Assist staff with student learning/social/emotional problems
- Personnel –Counselor, Principals, Assistant Principals, School Psychologist
- Intervention & Referral Services including collaboration with Berkeley Mental Health and CPS.
- Section 504 and IEP meetings and student plans for students with special needs
- Weekly Wednesday Staff Planning Days.
- Administrative Leadership Team meetings, x2 monthly.
- Curriculum and Instruction meeting-district leadership monthly
- Crisis Management Team (team activated to respond to tragic events)
- Behavior intervention plans for specific student
- Referral to outside agencies regarding specific students, e.g., Berkeley-Albany Mental Health McCullum Youth Court
- Peer Educators

What we want to do next:

- Continue funding our Campus Security position, which is very important given our limited school staff and the adult-student ratio we will have as we continue to grow.

Component 4: School's Cultural Environment Component - The general atmosphere or spirit of the school (norms, beliefs, and values)

Examples of programs and practices in place:

Prevention Programs:

- All students are learners and teachers.
- All adults are teachers and learners.
- Social decision making/problem solving skills
- Classroom health curriculum, i.e. character development, bullying prevention.
- Cross grade level culinary classes with elementary and middle school students
- Student sensitivity presentations and guest speakers regarding disabilities
- Health and safety assembly programs (California Highway Patrol Start Smart Driving course)

Areas needing improvement or change:

- Find funding to maintain the part-time counselor and Campus Security position.
- Find more coping support agencies for all families and increase parent participation in intervention strategies.
- Address need for water and food for 3-5 days self-sufficiency.

Based on the analysis of data and major areas of desired change, our priorities for action are as follows:

- a. Continue to build programs, which connect all students to the school. Continue to identify students most at risk of not meeting graduation requirements and enhance/expand support systems for them.
- b. Develop consistent building upkeep and maintenance schedule that includes regular watering and weeding. MacGregor High shares its campus with Adult ESL classes and other county offices. The school has been painted and is regularly maintained during the school year.
- c. Continue funding a Campus security position given the increased numbers of students on campus as it is utilized by Albany High programs (Culinary Arts class)

Our overall goals for the school year are:

- a. That the board and site administration develop a strategic one-year and five-year plan for the school, which would include financial and public relations for any future needs. This plan would help the teachers and parents understand the directions and priorities of the board and administration.
- b. Take steps to replace stolen computers and ensure that there is security systems in place to deter theft and the teachers integrate technology into daily instructional strategies.
- c. Closely monitor student enrollment so that all students meet the age requirement for continuation and/or Opportunity programs as mandated by California Ed Code.

Attached: Site Emergency Plan with annual update pages.

ALBANY HIGH SCHOOL

Safe School Plan

Personal Characteristics of Students and Staff

(The experiences of students, teachers, administrators, and other personnel in the school.)

Safe School Component	Planning Goal
Ethnic/cultural diversity of students	<ul style="list-style-type: none"> Albany High School is an ethnically and culturally diverse school. It is our goal to acknowledge and respect the backgrounds of all of our students and to incorporate our diversity into the school curriculum and activities. Albany High School is currently assessing the achievement gap between our White and Asian students and our other students of color. We are working on closing our current achievement gap and will be planning professional development on this topic during the next school year. Albany High School currently offers 4 levels of English Language Development classes for English Language Learners. We also offer sheltered content classes where teachers shelter their instruction through the use of SDAIE strategies to ensure access to the core curriculum for all of our students.
Life experiences of students and staff	<ul style="list-style-type: none"> Albany High School offers a year-long Health class to all of the 9th grade students. Topics such as drug and alcohol use, sexual identity, cultural/ethnic awareness, etc. are covered. The curriculum was developed to meet the state health standards as well as the specific needs of our student body.
Physical/health concerns	<ul style="list-style-type: none"> All 9th graders at Albany High School are required to take a Health course that addresses many health related topics. Counseling office and school administration will coordinate with community health services for prevention and intervention programs for students and their families. Albany High School has a full-time mental health specialist who provides mental health counseling for students who are referred by staff, parents, and/or peers. The mental health specialist and one of the school counselors has developed a peer- counseling program to offer additional counseling support for students.

	<ul style="list-style-type: none">• The counseling office has identified one counselor to help coordinate programs for at-risk youth and to work specifically with students who are struggling academically.
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The School's Physical Environment
(The physical setting and conditions of the school)

<i>Safe School Subcomponent</i>	<i>Planning Goal</i>
School Grounds	<ul style="list-style-type: none"> • We are currently working on securing our campus perimeter from criminal activity by having site administrators patrolling the campus along with parent volunteers (Campus Cruisers) and hired security. The campus is closed to outsiders, and access signs are displayed prominently at entry points. • We will have a School Resource Officer (SRO) who will be working with the school to heighten safety and security and reduce crime on campus. • Albany High School currently has cameras in all of the main parts of the buildings to help prevent crime on campus. We will be adding more cameras to the outside of the school building next year for heightened security. • Physical conditions that could lead to accidental harm will be reported and corrected promptly by site administration, custodial, and maintenance teams. • School grounds will be kept clean at all times. Graffiti will be painted over in a timely manner and repairs will be made as necessary.
School Buildings and Classrooms	<ul style="list-style-type: none"> • School buildings and classrooms will be well maintained and attractive, and will be free of physical hazards. • Classrooms will have adequate space for the student-teacher ratio and will be conducive to learning.
Internal Security Procedures	<ul style="list-style-type: none"> • Standard incident-reporting procedures will be in place. • Valuables and equipment will be inventoried properly, engraved for identification, and stored securely. • Campus security will receive appropriate training. • Parents and volunteers will be recruited and trained as monitors. • The community will use the school during off-hours. • The school and community will collaborate on crime prevention efforts. AHS administration and local police chief will be meeting to create a plan to stop crime on campus. • PTSA Health and Safety Committee is beginning to coordinate health and safety issues between the school, community, police, etc. • A crisis response plan will identify procedures to follow during (1) human emergencies, such as death of a

	student, suicide pacts, intruders, etc, and (2) natural emergencies, such as fires, earthquakes, and other natural disasters.
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The School's Social Environment
(The leadership and organizational processes of the school)


<i>Safe School Subcomponent</i>	<i>Planning Goal</i>
Leadership	<ul style="list-style-type: none"> • The principal will provide strong leadership and a vision for school achievement, establish a positive leadership style and tone, and set the direction for the school. • The principal will facilitate shared decision-making, involving the certificated and non-certificated staff, school security, students, parents, and community members. • The site administration will be readily available to all members of the school community and will be highly visible on the campus and in classrooms. • The site administration and the site Leadership team will be actively involved in curricular matters and in establishing effective communication with the staff.
School-site management	<ul style="list-style-type: none"> • Students, parents, certificated and classified staff, and representatives from the community will participate in goal-setting decision making at Albany High School. This will be done through our School Site Council, Instructional Improvement Committee (IIC), ELAC, and PTSA. These groups meet monthly. • The site Leadership team meets weekly to discuss counseling issues, school activities, planning for staff meetings and professional development meetings. • The department chairs meet monthly to discuss curricular issues and to look at achievement data.
Classroom organization and structure	<ul style="list-style-type: none"> • All classrooms at Albany High School will provide an orderly learning environment, enhance the experience of learning, and promote positive interactions among students and staff. • Albany High School is currently on a rotating block schedule. Within this block schedule we offer two periods of advisory a week for students to work on their homework and receive additional support from their teachers. • Instructional time will be maximized: disruptions will be minimized. • Students will be encouraged to work together on academic tasks through cooperative learning. • Curricula will be aligned to the California State Standards and will be designed to meet the diverse learning styles of students.

<p>Discipline and Consequences</p>	<ul style="list-style-type: none"> • Consequences for violating behavioral and academic expectations will be fair and will be disseminated to and understood by students and staff. A copy of the AHS discipline grid will be passed out to students and parents in advisory and will also be included in our student planners. • Staff members will respond fairly and consistently to student violations, including disciplinary issues and criminal infractions. • Policies and procedures will be established for reporting all criminal behavior on the school campus to the Albany Police Department. • Disciplinary practices will be developed with the active participation of all certificated and noncertificated staff; will involve students in problem-solving situations. • Discipline will be a developmental process aimed at changes in behavior and attitude and will not be merely a punitive reaction.
<p>Participation and involvement</p>	<ul style="list-style-type: none"> • Police and fire representatives will participate in safety reviews of the campus, and will assist staff to respond more effectively to school security and safety. • A multidisciplinary approach will be encouraged; community support agencies, such as mental health, child protective services, and juvenile probation, will take an active part in school matters when necessary.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: **APPROVE ONE STUDENT APPOINTMENT TO THE
CITY OF ALBANY SOCIAL AND ECONOMIC JUSTICE
COMMISSION**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: **Action Item**

BACKGROUND INFORMATION:

Board appointments to the City of Albany Committees and Commissions were approved December 16, 2008. There is a vacancy for the student representative.

Commission Origin

City Council Resolution #05-15 & #05-21

Commission Purpose

The charge of this Commission is to research, analyze, discuss and evaluate a broad range of data and opinions on social and environmental issues affecting the welfare of the residents of Albany as inhabitants of both a local and a global community, and make recommendations to the City Council on positions and/or actions to take to address these issues.

Recommendations to the City Council shall state the relevance, important and/or particular impact that the issue has on the welfare of the residents of Albany.

Commission Composition

Seven Members

Each of the five City Council members has an appointment whose term runs until the next Municipal election (2 years),

Board of Education Appointees: two members with one at large appointment and one youth member either a Junior or Senior, Members serve for two years, until the next Municipal Election

Applicant: Danielle Kim

FINANCIAL INFORMATION:

No financial impact


RECOMMENDATION:

Approve the appointment of Danielle Kim to serve on the City of Albany Social and Economic Justice Commission.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: CONDUCT THE SECOND READING OF THE TEXT – ENVIRONMENT - 6TH EDITION FOR THE ALBANY HIGH SCHOOL AP ENVIRONMENTAL SCIENCE COURSE AND APPROVE THE ADOPTION

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction 

TYPE OF ITEM: *Review and Action*

BACKGROUND INFORMATION:

In February 2009, The Board of Education approved a new Environmental AP Science course to begin in the 2009-2010 school year. Albany Unified School District is now seeking Board of Education approval for the text entitled Environment for this new course.

FINANCIAL INFORMATION:

The text will be purchased with instructional materials funds (IMF) allocations. The Board approved the IMF allocations on June 30, 2009.

RECOMMENDATION:

CONDUCT THE SECOND READING OF THE TEXT – ENVIRONMENT - 6TH EDITION FOR THE ALBANY HIGH SCHOOL AP ENVIRONMENTAL SCIENCE COURSE AND APPROVE THE ADOPTION

ALBANY UNIFIED SCHOOL DISTRICT
Board of Education

RESOLUTION 2009-10-03

**HONORING BARRY SHAPIRO:
IN RECOGNITION OF HIS SERVICES ON THE
ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

WHEREAS, Barry Shipiro, Principal of Albany Adult School, retired on June 30, 2009, after completing outstanding service to Albany Unified School District since 1992; and

WHEREAS, Mr. Shapiro received the Bachelor of Arts degree from Long Beach State University in 1964, the Masters of Science degree from University of Southern California in 1969; and

WHEREAS, Mr. Shapiro held responsible positions in industry as a professional photographer from 1974 -1992; and

WHEREAS, Mr. Shapiro began his esteemed career at Albany Unified School District in 1993, as a teacher for MacGregor Continuation High School and inspired his students to persevere and achieve; and

WHEREAS, Mr. Shipiro provided excellent leadership and service to Albany Unified School District by serving as Principal of MacGregor Continuation High School and Principal of Albany Adult School from 2002-2009 and made a number of significant contributions to the District, including bringing new and innovative classes to the adult school; and

WHEREAS, Mr. Shapiro has earned the admiration and respect of his students and colleagues at Albany Unified School District for his dedication, collegiality, enthusiasm, professionalism, sense of humor and hard work;

NOW THEREFORE BE IT RESOLVED the Board takes great pleasure in recognizing the significant professional achievements of Mr. Barry Shapiro and herewith expresses its sincere gratitude for the invaluable contributions he has made to The Albany Unified School District.

BE IT FURTHER RESOLVED that this resolution be spread upon the permanent minutes of the Board and that copies be sent to Mr. Barry Shapiro to share with his family.

PASSED AND ADOPTED this 18th day of August, 2009, by the Board of Education of the Albany Unified School District.

I certify that the foregoing Resolution was duly introduced, passed, and adopted as stated above.

Marla Stephenson, Superintendent
Secretary, Board of Education

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: **APPROVE THE POSTING OF TWO VACANCIES DUE TO EXPIRATION OF TERM LIMITS TO SERVE ON THE CITIZEN BOND OVERSIGHT COMMITTEE FOR MEASURE A**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: **ACTION**

BACKGROUND INFORMATION:

The Board has appointed members to serve on the Citizen Bond Oversight Committee for Measure A.

The Citizen's oversight committee must include:

One member who is active in a business organization representing the business community located within the school district.

One member active in a senior citizen's organization

One member who is the parent or guardian of a child enrolled in the school district.

One member who is either a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization

One member who is active in a bona fide taxpayers' organization

Chairperson Peggy Thomsen, was appointed two years ago to represent a member who is active in a senior citizen's organization. Her term is now expired. Member Roger Carlson was appointed two years ago to represent a member who is serving as a community member at large. His term is now expired. Although the Measure A funds are completed expended, the annual audit and BOC report will not be completed until January, 2010. Bond counsel has advised that the best course of action is to advertise the openings and appoint new members. Staff will post the opening for two members who will represent the vacated positions.

FINANCIAL INFORMATION:


No fiscal impact.

<p>RECOMMENDATION: Approve the posting of two vacancies due to the expiration of term limits to serve on the Citizen Bond Oversight Committee for Measure A.</p>

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of August 18, 2009

ITEM: **BOARD POLICY UPDATE/REVISION
SECTION 7000 – FACILITIES**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: 1st Reading – Board Policies

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 Facilities and suggests any revisions. 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 2nd reading and adoption.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION:

It is recommended that the Governing Board:

- (1) Accept for a first reading the following board policies, administrative regulations and/or exhibits and
- (2) Direct the Superintendent or his designee to further refine the documents as necessary and return them for a second reading at the August 18, 2009, meeting, at which time the Governing Board will vote to adopt, approve or delete them as recommended.

Facilities

BP 7000(a)

CONCEPTS AND ROLES

The Board of Education recognizes that one of its major responsibilities is to provide healthful, safe and adequate facilities that enhance the instructional program. The Board shall endeavor to make the provision of adequate school facilities a priority in the district. Because the schools serve as a focal point for the community, the Board shall also strive to ensure that district facilities fit harmoniously and attractively into their neighborhoods and have flexibility of design to meet future educational and community needs.

(cf. 9000 - Role of the Board)

The Board shall strive to have a school facilities master plan in place and regularly reviewed in light of the district's educational goals. In accordance with this plan, the Board shall:

1. Approve additions or major alterations to existing buildings

(cf. 7111 - Evaluating Existing Buildings)

2. Determine what new buildings shall be built, when and where, and what equipment shall be purchased for them

3. Determine the method of financing that will be used

(cf. 7210 - Facilities Financing)

4. Select and purchase school sites for future expansion

(cf. 7150 - Site Selection and Development)

5. Approve the selection of architects and structural engineers

(cf. 7140 - Architectural and Engineering Services)

6. Award contracts for design and construction

7. Name schools and individual buildings

(cf. 7310 - Naming of Facility)

8. Advocate school facility needs to the community

(cf. 7110 - Facilities Master Plan)

(cf. 7131 - Relations with Local Agencies)

BP 7000(b)

CONCEPTS AND ROLES (continued)

The Superintendent or designee shall:

1. Assess the district's short- and long-term facility needs
2. Direct the preparation and updating of the facilities master plan
3. Oversee the preparation of bids and award of contracts

(cf. 3311 - Bids)

4. Supervise the implementation of the district's building program in accordance with the master plan, Board policy, and state and local requirements, including collaboration with the architect and contractor on the construction of new facilities and modernization of existing facilities
5. Represent the district in official governmental interactions related to the building program

Legal Reference:

EDUCATION CODE

17210-17224 General provisions (school sites)

17260-17268 Plans of schoolhouses

17280-17317 Approval of plans and supervision of construction

17340-17343 Building of schoolhouses

17350-17360 Factory-built school buildings

17365-17374 Fitness of buildings for occupancy; liability of board members

17400-17429 Leasing of school buildings

CODE OF REGULATIONS, TITLE 5

14001 Minimum standards

14010 Procedure for site acquisition

14030 Preliminary procedure, planning and approval of school facilities

14031-14032 Submissions to bureau of school facilities planning; approval

Facilities

BP 7110(a)

FACILITIES MASTER PLAN

Note: Legal requirements for facilities plans, including Education Code 16011, 16322, and 17017.5, vary depending on the funding source and type of project. In addition, 5 CCR 14001 requires that educational facilities planned by school districts be master-planned to provide for maximum site enrollment. 5 CCR 14030 delineates detailed standards for developing plans for the design and construction of school facilities. All school districts must comply with these standards, whether a project is state funded or locally funded.

The Board of Education recognizes the importance of long-range planning for school facilities in order to help meet the changing needs of district students and to help ensure that resources are allocated in an efficient and effective manner. To that end, the Board directs the Superintendent or designee to develop and maintain a master plan for district facilities.

The plan shall describe the district's anticipated short- and long-term facilities needs and priorities and shall be aligned with the district's educational goals.

(cf. 0000 - Vision)

(cf. 7000 - Concepts and Roles)

(cf. 7111 - Evaluating Existing Buildings)

(cf. 7131 - Relations with Local Agencies)

(cf. 7210 - Facilities Financing)

The Superintendent or designee shall ensure that staff, parents/guardians, students, and business and community representatives are kept informed of the need for construction and modernization of facilities and of the district's plans for facilities. The Superintendent or designee may also establish a facilities committee that shall meet at regular intervals in order to give community members opportunities to provide input into the planning process. The committee may consult local governmental and state planning agencies in order to ensure compliance with local and state standards.

(cf. 1220 - Citizen Advisory Committees)

Note: As added by AB 1367 (Ch. 396, Statutes of 2001), Government Code 65352.2 requires the Board to provide a copy of any facilities master plan or other long-range facilities plan to the city or county agency or planning commission with jurisdiction over district land-use issues as specified below.

At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan or any relevant and available information to the planning commission or agency of the city or county with land use jurisdiction within the district. (Government Code 65352.2)

BP 7110(b)

FACILITIES MASTER PLAN (continued)

If the city or county commission or agency requests a meeting, the Superintendent or designee shall meet with them within 15 days following the notification. Items that the parties may discuss at the meeting include, but are not limited to, methods of coordinating planning with proposed revitalization efforts and recreation and park programs, options for new school sites, methods of maximizing the safety of persons traveling to and from the site, and opportunities for financial assistance. (Government Code 65352.2)

Legal Reference:**EDUCATION CODE***16011 Long range comprehensive master plan**16322 Department of Education services**17017.5 Approval of applications for projects**17251 Powers and duties of CDE**17260-17268 Plans of schoolhouses**17280-17317 Field Act**17365-17374 Fitness for occupancy**17405 Relocatable structures; lease requirements**35275 New school planning; cooperation with recreation and park authorities***GOVERNMENT CODE***53090-53097.5 Regulation of local agencies by counties and cities**65352.2 Communicating and coordinating of school sites**65995.6 School facilities needs analysis***CODE OF REGULATIONS, TITLE 5***14001 Minimum standards**14030-14036 Standards, planning and approval of school facilities***UNITED STATES CODE, TITLE 42***12101-12213 Americans with Disabilities Act***Management Resources:****WEB SITES***Office of Public School Construction: <http://www.opsc.dgs.ca.gov>**CDE, School Facilities Division: <http://www.cde.ca.gov/facilities>*

Facilities

AR 7111(a)

EVALUATING EXISTING BUILDINGS

The Superintendent or designee shall periodically evaluate the adequacy, design, and conditions of existing district facilities to determine whether they meet the needs of the instructional program and provide a healthful and pleasing environment for students and staff. He/she also shall determine whether district facilities fulfill legal requirements for safety and structural soundness, access for the disabled, and energy conservation.

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

(cf. 3511 - Energy and Water Management)

(cf. 3514 - Environmental Safety)

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3517 - Facilities Inspection)

In addition, the Superintendent or designee shall regularly calculate the capacity of existing school buildings to adequately house the district's current students and projected enrollments.

Any identified needs for repair, modernization, or construction shall be incorporated into the district's facilities planning process.

(cf. 7110 - Facilities Master Plan)

Note: Education Code 17071.10-17071.40 require districts wishing to participate in the state's School Facility Program to submit to the State Allocation Board a one-time report of existing school building capacity when the district applies for funding. Education Code 17071.25 and the implementing regulations of the State Allocation Board, 2 CCR 1859-1859.106, set forth the formula for calculating the building capacity. The district's use of portable classrooms and year-round programs are two of the several factors used in the calculation. The calculations contained in the district's report will be used as the baseline for eligibility determinations pursuant to the funding program.

Structural Safety

Note: School facilities are generally subject to the design and construction standards specified in Education Code 17280-17317 (the Field Act). However, even if a school building was not constructed under those requirements, Education Code 17371 indicates that Board members will not be personally liable for related injury to persons or damage to property provided that the Board complies with Education Code 17365-17374 pertaining to fitness for occupancy. Protection from liability begins when the Board initiates action to comply with Education Code 17367 as described in the following paragraph. See BB 9260 - Legal Protection.

In the event that the Department of General Services or any licensed structural engineer or licensed architect finds and reports to the Board of Education that a district building is unsafe for use, the Superintendent or designee shall immediately obtain an estimate of the cost of repairs or reconstruction necessary to bring the building up to legal standards for structural safety. The Board shall establish a system of priorities for the repair, reconstruction, or replacement of unsafe school buildings. (Education Code 17367)

AR 7111(b)

EVALUATING EXISTING BUILDINGS (continued)

Note: Education Code 17292 provides that districts may use portable school buildings that do not comply with Field Act provisions relating to structural safety provided that specified conditions are met. SB 1324 (Ch. 308, Statutes of 2006) amended Education Code 17292 to extend, until September 30, 2015, the date by which such portables may be used and expanded the conditions to include (1) anchoring the portable to the ground to resist earthquake and wind loads and (2) certifying to the Department of General Services that the portable complies with the conditions. In addition, SB 1324 amended Education Code 17292 to provide that, on or before October 30, 2015, the Board must adopt a resolution certifying to the State Allocation Board that the use of any such portables has been discontinued in accordance with law.

A relocatable school building or structure shall meet the requirements of Education Code 17280-17317 and 17365-17374 pertaining to structural safety. However, a relocatable building that does not meet the requirements of Education Code 17280 may be used as a school building until September 30, 2015, if all the conditions specified in Education Code 17292 are met and the Board so certifies to the Department of General Services. (Education Code 17291, 17292)

Energy Efficiency

To the extent that services are available, the Superintendent or designee shall arrange for the energy audit of school buildings to identify the type and amount of work necessary to retrofit buildings and obtain an estimate of projected energy savings. The district may contract with qualified businesses capable of retrofitting these buildings and may borrow funds which do not exceed the amount of energy savings to be accumulated from the improvement of the buildings. (Education Code 17651-17653)

Legal Reference: (see next page)

AR 7111(c)

EVALUATING EXISTING BUILDINGS (continued)*Legal Reference:*EDUCATION CODE*17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998, especially:**17071.10-17071.40 Existing school building capacity**17280-17316 Building approvals**17365-17374 Fitness for occupancy**17650-17653 Retrofitting school facilities for energy conservation*GOVERNMENT CODE*53097 Compliance with city or county ordinances**53097.5 Inspection of schools by city or county*CODE OF REGULATIONS, TITLE 2*1859-1859.106 Regulations relating to the Leroy F. Greene School Facilities Act of 1998**Management Resources:*CSBA PUBLICATIONS*Maximizing School Board Governance: School Facilities Management*WEB SITES*CSBA: <http://www.csba.org>**California Department of Education, School Facilities Division: <http://www.cde.ca.gov/ls/fa>**California Energy Commission, Bright Schools Program:**<http://www.energy.ca.gov/efficiency/brightschoools>**Coalition for Adequate School Housing: <http://www.cashnet.org>**Department of General Services, Office of Public School Construction: <http://www.dgs.ca.gov/opsc>*

Facilities

BP 7131(a)

RELATIONS WITH LOCAL AGENCIES

Note: Education Code 35275 requires the Board to meet with local park and recreation authorities to coordinate planning, design and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities; see AR 7150 - Site Selection and Development. In addition, Government Code 65352.2, as added by AB 1367 (Ch. 396, Statutes of 2001), encourages collaboration between districts and cities and counties by authorizing meetings between those agencies to discuss methods of coordinating planning, design and construction of facilities.

The Board of Education recognizes the importance of collaborating and communicating with other local agencies in order to provide the best possible school facilities and to allocate facility resources in an effective and efficient manner. The Board and district staff shall consult and coordinate with local agencies as required by law and whenever the expertise and resources of these agencies can assist the district in the planning, design and construction of facilities.

Following notification by a city or county of proposed action to adopt or substantially revise a general plan, the Board may request a meeting with the local planning agency to discuss possible methods of coordinating planning, design and construction of new school facilities and school sites. (Government Code 65352.2)

Note: Government Code 65995, as amended by SB 50 (Ch. 407, Statutes of 1998) essentially repeals, until 2006, the Mira/Hart/Murrietta line of case law which had granted cities or counties the authority to deny development projects based on a determination as to whether the schools were adequate to meet the demands created by the development. Although that authority has been repealed, districts may still wish to encourage cities/counties to include language in the city/county general plan regarding adequacy of school facilities so that the language is in place upon the expiration of SB 50's restrictions. The following paragraphs are optional.

The Superintendent or designee shall monitor land development proposals within district boundaries and shall ensure that an exchange of accurate information is maintained with city/county planning staff regarding the impact of land development on the district's educational programs and facility needs.

(cf. 7150 - Site Selection and Development)

Recognizing that available funds may not suffice to eliminate overcrowding in district schools caused by new development, the Board urges the city/county to adopt in its general plan or other appropriate planning documents, to the extent permitted by law, a provision which ensures that adequate school facilities will be available.

(cf. 7210 - Facilities Financing)

(cf. 7211- Developer Fees)

BP 7131(b)

RELATIONS WITH LOCAL AGENCIES (continued)**Notifications to Other Local Agencies**

Note: Government Code 65971 requires the Board, upon making the findings described below, to notify the city council or board of supervisors of the city or county in which the district is located. If the city council or board of supervisors concurs in these findings, Government Code 65972 requires that the development be denied unless specific overriding factors exist or the city or county, by ordinance and as a condition of approval, imposes specific land and/or fee requirements on the developer to fund interim facilities. Although Government Code 65972 and 65972 may have been preempted by the provisions in SB 50, it is recommended that, if the conditions exist, districts make the findings below and consult legal counsel, as appropriate.

The Board shall notify the city council or county board of supervisors whenever it finds, based on clear and convincing evidence: (Government Code 65971)

1. That conditions of overcrowding exist in one or more attendance areas within the district which will impair the normal functioning of the educational programs, and the reason for the existence of those conditions
2. That all reasonable methods of mitigating conditions of overcrowding have been evaluated and no feasible method for reducing those conditions exists

The above notice shall specify the mitigation measures considered by the district and shall include a completed application to the Office of Public School Construction for preliminary determination of eligibility for school construction under applicable state law. (Government Code 65971)

Note: Government Code 53094 has long authorized Boards to render, by a 2/3 vote of its members, a city or county zoning ordinance inapplicable to a proposed use of property by the district, as long as the proposed use of the property is for classroom facilities. See E 9323.2 - Actions by the Board. However, Government Code 53094, as amended by AB 1367 (Ch. 396, Statutes of 2001), now requires that, prior to taking such an action, the district must notify the city or county planning commission of the acquisition of a new school site (Public Resources Code 21151.2) or the adoption of a facilities needs analysis or master plan (Government Code 65352.2).

The Superintendent or designee shall notify the appropriate city or county planning agency of the adoption of a school facility needs analysis or facilities master plan, the acquisition of a school site, or other action regarding school facilities in accordance with law.

(cf. 7110 - Facilities Master Plan)

Legal Reference: (see next page)

BP 7131(c)

RELATIONS WITH LOCAL AGENCIES (continued)*Legal Reference:*EDUCATION CODE

17280-17316 Approval of plans and supervision of construction

35275 New school planning; cooperation with recreation and park authorities

GOVERNMENT CODE

53090-53097.5 Compliance with city or county regulations

65300-65307 Authority for and scope of general plans

65352.2 Communication between cities, counties and school districts

65850-65863.11 Adoption of regulations

65970-65981 School facilities

65995-65998 Developer fees

PUBLIC RESOURCES CODE

21000-21177 California Environmental Quality Act of 1970

CODE OF REGULATIONS, TITLE 5

14010 Procedure for site acquisition

CODE OF REGULATIONS, TITLE 14

15000-15285 Implementation of California Environmental Quality Act of 1970

*Management Resources:*WEB SITESOffice of Public School Construction: <http://www.opsc.dgs.ca.gov>CDE, School Facilities Division: <http://www.cde.ca.gov/facilities>

Facilities

BP 7140

ARCHITECTURAL AND ENGINEERING SERVICES

Note: Education Code 17302 requires districts to employ a licensed and certified architect or structural engineer to prepare building plans, estimates and specifications and supervise the construction of building projects.

In order to ensure safe construction and protect the investment of public funds, the Board of Education requires that a licensed and certified architect or structural engineer be employed to design and supervise the construction of district schools and other facilities.

Note: As added by SB 50 (Ch. 407, Statutes of 1998), Education Code 17070.50 prohibits the State Allocation Board from apportioning state facilities funds under the new program unless the district has certified that the services of an architect, a structural engineer or other design professional has been selected using a "competitive process" consistent with Government Code 4526. The process required by Government Code 4526 must be based on "demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services." See AR 7140.

The Superintendent or designee shall devise a competitive process for the selection of architects and structural engineers that is based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. For each project, he/she shall recommend specific architectural and engineering firms to the Board. The Board shall pay fair and reasonable amounts warranted by the provider's qualifications and competence. The Board need not select the lowest responsible bidder.

(cf. 3311 - Bids)

Note: Although contracts for architectural and other professional services are exempted from the bidding requirements detailed in Public Contract Code 20111, State Allocation Board policy still requires a three percent disabled veteran business participation goal when contracts exceeding \$10,000 for lease-purchase building projects and certain contracts in the State Relocatable Classroom Program are awarded by school districts and funded by the State Allocation Board. Architects and other professionals who are not disabled veteran business enterprises can comply with this policy by using subcontractors for goal attainment or by meeting specified "good faith" efforts.

Legal Reference:

EDUCATION CODE

17070.50 Conditions for apportionment

17280-17316 Approvals, especially:

17302 Persons qualified to prepare plans, specifications and estimates and supervise construction

17316 Contract provision re school district property

17371 Limitation on liability of governing board

GOVERNMENT CODE

4525-4529.5 Contracts with private architects, engineering, land surveying, and construction project management firms

14837 Definition of small business

87100 Public officials; financial interest

PUBLIC CONTRACT CODE

20111 School district contracts

Policy
adopted:

ALBANY UNIFIED SCHOOL DISTRICT
Albany, California

Facilities

AR 7140(a)

ARCHITECTURAL AND ENGINEERING SERVICES

The Board of Education shall engage the services of a licensed architect(s) holding a valid certificate or engineer(s) holding a valid certificate for the preparation of plans, specifications or estimates for any construction project, through a signed contract. (Education Code 17302)

(*cf.* 3312 - Contracts)

Note: As a condition to the receipt of state funding, Education Code 17070.50, as added by SB 50 (Ch. 407, Statutes of 1998), requires districts to select architectural and engineering services pursuant to the competitive process outlined below.

Contractors for any architectural, landscape architectural, engineering, environmental, land surveying or construction project management services shall be selected, at fair and reasonable prices, on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. (Government Code 4526)

Note: Government Code 4526 requires that the district's selection process include at least items #1-3 below; however, the law does not prescribe the exact procedures that must be followed. Generally, elements of a "competitive process" include advertising and notice of the need for services, objective evaluation and selection criteria, and an appeals process for use by those not selected. Districts may wish to develop procedures consistent with these and other requirements in consultation with legal counsel.

The Superintendent or designee shall ensure that the selection process for projects receiving state funding: (Government Code 4526)

1. Ensures that projects entail maximum participation by small business firms as defined pursuant to Government Code 14837
2. Prohibits practices which might result in unlawful activity such as rebates, kickbacks, or other unlawful consideration
3. Prohibits district employees from participating in the selection process when they have a relationship with a person or business entity seeking a contract which would subject the employee to the prohibition of Government Code 87100

(*cf.* 9270 - Conflict of Interest)

Note: Pursuant to Government Code 4527, the following items are optional.

The selection process may also include: (Government Code 4527)

1. Detailed evaluations of current statements of prospective contractors' qualifications and performance data

AR 7140(b)

ARCHITECTURAL AND ENGINEERING SERVICES (continued)

2. Discussion of alternative approaches for furnishing the services with at least three firms
3. Selection of at least three firms deemed to be the most highly qualified to provide the required services, in accordance with established criteria and recommended in order of preference

Contracts shall specify that all plans, specifications and estimates prepared by the contractor shall become the property of the district. (Education Code 17316)

Regulation
approved:

ALBANY UNIFIED SCHOOL DISTRICT
Albany, California

Facilities

BP 7150(a)

SITE SELECTION AND DEVELOPMENT

Note: Education Code 17070.10-17077.10 set forth eligibility requirements for the receipt of state facilities funds under the School Facilities Program of 1998 (Proposition 1A). As a condition for receipt of the funds, Education Code 17070.50 requires districts to obtain written approval from the California Department of Education (CDE) and certify to the State Allocation Board that the district's site selection and building plans comply with the regulations developed by the department pursuant to Education Code 17251(b) and (c). In addition, Education Code 17070.50 requires the district to certify that the services of an architect, a structural engineer, or other design professional has been selected using a competitive process consistent with Government Code 4526. See BP/AR 7140 - Architectural and Engineering Services.

The Board of Education believes that a school site should serve the district's educational needs in accordance with the district's master plan as well as show potential for contributing to other community needs.

(cf. 7110 - Facilities Master Plan)

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9320 - Meetings and Notices)

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

(cf. 7140 - Architectural and Engineering Services)
(cf. 7210 - Facilities Financing)

Before acquiring property for a new school or an addition to an existing school site, the Board shall evaluate the property at a public hearing using state site selection standards. (Education Code 17211)

Environmental Impact Investigation for the Site Selection Process

Note: Pursuant to Public Resources Code 21082, districts are mandated to adopt procedures for the evaluation of all projects (beyond just site selection) and the preparation of environmental impact reports and negative declarations required under the California Environmental Quality Act (CEQA). In order to satisfy this mandate, the district may either (1) adopt the actual CEQA guidelines, as applicable, as its own procedure; (2) adopt the county or city guidelines, (3) or develop its own procedure. In most cases, the district's environmental investigation will conclude with a simultaneous public review of both the environmental documentation and, if applicable, the Department of Toxic Substance Control (DTSC) documents.

The following paragraph provides for the use of CEQA guidelines for the evaluation of all projects, including site selection. Districts that have adopted the city/county guidelines or their own procedure should modify the paragraph accordingly.

BP 7150(b)

SITE SELECTION AND DEVELOPMENT (continued)

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act whenever so required. When evaluating district projects, the CEQA guidelines shall be used.

Agricultural Land

Note: In 82 Ops. Cal. Atty. Gen. 130 (1999), the Attorney General opined that a district may construct a school on land designated by a county ordinance for "agricultural, open space or rural land use." However, the Board must, by a two-thirds vote pursuant to Government Code 53094, render the ordinance inapplicable to the proposed use of the property. See 9323.2 - Actions by the Board. The exemption can be blocked only by a court determination that the action was "arbitrary and capricious."

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located
2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site

Legal Reference: (see next page)

BP 7150(c)

SITE SELECTION AND DEVELOPMENT (continued)*Legal Reference:*EDUCATION CODE

17006 Definition of self-certifying district
 17024 Prior written approval of CDE for selection of school site or construction of building
 17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998
 17210-17224 General provisions (school sites)
 17240-17245 New Schools Relief Act
 17250.20-17250.35 Design-build contracts
 17251-17253 Powers concerning buildings and building sites
 17260-17268 Plans
 17280-17317 Approvals
 17565-17592.5 Board duties re management and control of school property
 35271 Power to acquire and construct on adjacent property
 35275 New school planning and design, re consultation with local recreation and park authorities

CODE OF CIVIL PROCEDURE

1263.710-1263.770 Remediation of hazardous substances on property to be acquired by school district

GOVERNMENT CODE

53094 Authority to render zoning ordinances inapplicable
 65402 Acquisition or disposition of property
 65995-65997 Developer fees
 66455.9 Written notices of proposed public school site within development; investigation and report; conditions for acquisition

HEALTH AND SAFETY CODE

44360 Risk assessment

PUBLIC RESOURCES CODE

21000-21177 Implementation of Environmental Quality Act

CODE OF REGULATIONS, TITLE 5

14001-14036 Minimum standards

CODE OF REGULATIONS, TITLE 14

15000-15209 Review and evaluation of EIRs and negative declarations

ATTORNEY GENERAL OPINIONS

82 *Ops. Cal. Atty. Gen.* 130 (1999)

*Management Resources:*WEB SITES

CDE, School Facilities Planning Division: <http://www.cde.ca.gov/dmsbranch/sfpdiv>
 Office of Public School Construction: <http://www.opsc.dgs.ca.gov/>

Facilities

AR 7150(a)

SITE SELECTION AND DEVELOPMENT

As part of the district's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)

(cf. 7131 - Relations with Local Agencies)

2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)
3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)

Note: Education Code 17212.2, as added by AB 2485 (Ch. 505, Statutes of 2004), authorizes the district to request information from the following entities in order to evaluate the safety of a proposed site.

4. As necessary, request information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)
5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.
6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law. (Public Resources Code 21000-21177)

Note: AB 1358 (Ch. 229, Statutes of 2005) amended Education Code 17215 to require notification to the California Department of Education (CDE) if the district is leasing a site near an airport.

7. If the proposed site is within two miles of the air line of an airport runway or proposed runway, before acquiring title to or leasing the site, notify the California Department of Education in writing. (Education Code 17215)

Note: Education Code 17213 prohibits the approval of a school site within 500 feet from the freeway or other busy traffic corridor, unless the district performs an air quality analysis as specified in law.

AR 7150(b)

SITE SELECTION AND DEVELOPMENT (continued)

8. If the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor, conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 and determine that the air quality at the proposed site is such that neither short-term nor long-term exposure poses significant health risks to students. (Education Code 17213)

Note: Pursuant to Education Code 17213.1, both a Phase I environmental assessment and a preliminary endangerment assessment, if necessary, must be conducted pursuant to Education Code 17213.1 to determine whether a release of hazardous materials has occurred, as provided in item #1 below. The district must submit these documents to the CDE and Department of Toxic Substance Control (DTSC) for review. If hazardous substances are disclosed, Education Code 17213.1 authorizes DTSC to order the district to complete certain "response actions" prior to securing state funding.

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment is conducted as required by law (Education Code 17213.1)

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review and comment in accordance with Education Code 17213.1.

2. Annually submit a summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10)
3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology (Education Code 17077.10)

Note: The Office of Public School Construction recommends that districts consult with legal counsel to ensure compliance with the disabled veteran provisions of item #4 below.

4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the district for disabled veteran business enterprises (Education Code 17076.11)

Facilities

BP 7210(a)

FACILITIES FINANCING

When it is determined that school facilities must be built or expanded to accommodate a increased or projected increased enrollment, the Board of Education shall consider appropriate methods of financing for the purchase of school sites and the construction of buildings. In addition, financing may be needed when safety considerations and educational program improvements require the replacement, reconstruction or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method that would best serve district needs as identified in the district's master plan for school facilities.

(cf. 7110 - Facilities Master Plan)

Note: The following list describes some of the facilities financing options available to school districts.

These funding alternatives may include, but not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

(cf. 7211- Developer Fees)

2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act

(cf. 7212 - Mello-Roos Districts)

3. Forming a school facilities improvement district pursuant to Education Code 15300-15425

(cf. 7213 - School Facilities Improvement Districts)

4. Issuing voter-approved general obligation bonds
5. Imposing a qualified parcel tax pursuant to Government Code 50079
6. Using lease revenues for capital outlay purposes from surplus school property

Legal Reference: (see next page)

BP 7210(b)

FACILITIES FINANCING (continued)*Legal Reference:*EDUCATION CODE*15100-17059.2 School bonds, especially:**15122.5 Ballot statement**15300-15327 School facilities improvement districts**17000-17059.2 State School Building Lease-Purchase Law of 1976**17060-17066 Joint venture school facilities construction projects**17070.10-17076.10 Leroy F. Greene School Facilities Act of 1998**17085-17095 State Relocatable Classroom Law of 1979**17582 District deferred maintenance fund**17620-17626 Levies against development projects by school districts especially:**17621 Procedures for levying fees*GOVERNMENT CODE*6061 One time notice**6066 Two weeks' notice**50075-50077 Voter-approved special taxes**50079 School districts; qualified special taxes**53175-53187 Integrated Financing District Act**53311-53368.3 Mello-Roos Community Facilities Act of 1982**53753 Assessment notice and hearing requirements**53753.5 Exemptions**54954.1 Mailed notice to property owners**54954.6 New or increased tax or assessment; public meetings and hearings; notice**65864-65867 Development agreements**65970-65980.1 School facilities development project**65995-65998 Payment of fees against a development project**66000-66008 Fees for development projects**66016-66018.5 Development project fees**66020-66025 Protests and audits*HEALTH AND SAFETY CODE*33445.5 Overcrowding of schools resulting from redevelopment**33446 School construction by redevelopment agency*CALIFORNIA CONSTITUTION*Article 13D, Sections 1-6 Assessment and property related fee reform*UNCODIFIED STATUTES*17696-17696.98 Greene-Hughes School Building Lease-Purchase Bond Law of 1986*CODE OF REGULATIONS, TITLE 2*1859-1859.106 School facility program**Legal Reference continued: (see next page)*

BP 7210(c)

FACILITIES FINANCING (continued)*Legal Reference: (continued)***COURT DECISIONS***Loyola Marymount University v. Los Angeles Unified School District* (1996) 45 Cal.App.4th 1256*Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854*Dolan v. City of Tigard* (1994) 114 S.Ct. 2309*Canyon North Co. v. Conejo Valley Unified School District* (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495*Garlic Development Co. v. Hayward Unified School District* (1992) 3 Cal.App.4th 320, 4 Cal.Rptr.2d 897*Nollan v. California Coastal Commission* (1987) 107 S.Ct. 3141**ATTORNEY GENERAL OPINIONS***79 Ops.Cal.Atty.Gen.* 149 (1996)*Management Resources:***WEB SITES***Department of General Services, Office of Public School Construction: <http://www.dgs.ca.gov/opsc/>*

Facilities

BP 7211(a)

DEVELOPER FEES

Note: Developer fees are one method of financing facilities available to the district. As amended by SB 50 (Ch. 407, Statutes of 1998), Government Code 65995 prohibit cities and counties from requiring development fees in excess of the maximum amounts set forth in Education Code 17620 to help fund school facilities. Government Code 65995 and, as amended by AB 127 (Ch. 35, Statutes of 2006), Government Code 65997 essentially repeal, until 2012, the Mira/Hart/Murrietta line of case law which had granted cities or counties the authority to deny development projects based on a determination as to whether school facilities were adequate to meet the demands created by the development. Districts with current Mira agreements should consult legal counsel in order to determine whether that agreement can be "grandfathered," and therefore exempted from the SB 50 requirements.

See AR 7211 for detailed findings that must be made by the Board of Education prior to the levying of any developer fees. The following policy and regulation are **optional**.

In order to finance the construction or reconstruction of school facilities needed to accommodate students coming from new development, the Board of Education may establish, levy and collect developer fees on residential, commercial and industrial construction within the district, subject to restrictions specified by law and administrative regulation.

Appeals Process for Protests by Developers

Note: In addition to authorizing developer protests in accordance with Government Code 66020 and 66021, Education Code 17621 requires the Board to provide an appeals process for commercial/industrial fees when the district has analyzed the impact of these projects on a categorical rather than individual basis.

The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)

Legal Reference: (see next page)

BP 7211(b)

DEVELOPER FEES (continued)*Legal Reference:*EDUCATION CODE*17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998**17582 District deferred maintenance fund**17620-17626 Levies against development projects by school districts*GOVERNMENT CODE*6061 One time notice**6066 Two weeks' notice**65352.2 Level 2 funding notification requirement**65864-65869.5 Development agreements**65995-65998 Payment of fees against a development project**66000-66008 Fees for development projects**66016-66018.5 Development project fees**66020-66025 Protests and audits*CODE OF REGULATIONS, TITLE 2*1859-1859.106 School facility program*COURT DECISIONS*Dolan v. City of Tigard (1994) 114 S.Ct. 2309**Management Resources:*WEB SITES*Department of General Services, Office of Public School Construction: <http://www.dgs.ca.gov/opscl>*

Facilities

AR 7211(a)

DEVELOPER FEES

Note: Government Code 65995 provides authority for three different levels of developer fees to be levied by school districts. Pursuant to Education Code 17620 and Government Code 65995, Level 1 fees for residential, commercial and industrial construction may be assessed as long as the district's Developer Fee Justification Study, as required by Government Code 66001, justifies the amount. Pursuant to Education Code 17620, some types of construction may be exempted. Districts should consult with legal counsel as appropriate.

Level 1 Funding: Residential, Commercial and Industrial Construction

Note: In order to levy or increase developer fees, Government Code 66001 requires that a district develop a Fee Justification Study which justifies the amount of the fee. The State Allocation Board sets the developer fee rates; these rates will be increased every two years. It is important to note that, in order to increase their rates, Government Code 66001 and 66016 requires districts to update their Fee Justification Study and to satisfy the notice and hearing requirements, as specified below. Education Code 17622 requires separate, special findings when levying fees on spaces enclosed for agricultural purposes.

Before taking action to establish, increase or impose developer fees, the Board of Education shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the public facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributed to the development for which the fee is imposed

Level 1 Funding: Notice and Hearing Requirements

Before levying developer fees or prior to increasing an existing fee, the Board shall schedule a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

AR 7211(b)

DEVELOPER FEES (continued)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016) The resolution shall set forth:

1. The purpose of the fee and the public improvement(s) that the fee will be used to finance (Government Code 66006)
2. The Board's findings of reasonable relationship which justify the fees pursuant to Government Code 66001
3. The district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)

Note: In order to collect fees earlier than the date of final inspection or the issuance of a certificate of occupancy, the district must determine either item #a or #b below.

- a. That the fees are to reimburse the district for previous expenditures
- b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated and the district has adopted a proposed construction schedule or plan

Level 2 Funding: Residential Construction

Note: Government Code 65995.5 allows the Board to impose a fee on residential construction that is higher than the Level 1 fee limit set forth in Government Code 65995 if the district is considered eligible pursuant to Education Code 17071.10-17078.10 and a timely application is made to the State Allocation Board. In addition, Government Code 65995.5 requires the district to adopt a "Facility Needs Analysis" and to satisfy the cost-saving/revenue-enhancing measures described in that section. Government Code 65995.5 clarifies that developer fees may be expended on the costs of performing the needs analysis as well as on the administrative costs associated with collecting the fees.

In order to impose residential construction fees within the limits of Government Code 65995.5, the Board shall: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board for new construction funding for which it is eligible

Note: The Needs Analysis required by Government Code 65995.6 serves a similar purpose as the Fee Justification Study detailed above, but specifies different legal requirements, as well as a different approval and adoption process.

2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6

AR 7211(c)

DEVELOPER FEES (continued)

3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D) (Government Code 65995.5)

Level 2 Funding: Notice and Hearing Requirements

Note: Government Code 65352.2, as added by AB 1367 (Ch. 396, Statutes of 2001), requires the district to provide the notification specified below to the appropriate city or county planning agency. If the parties decide to meet, Government Code 65352.2 specifies issues that may be considered at the meeting.

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

(cf. 7131 - Relations with Local Agencies)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

Note: Government Code 65995.6 provides that if the school facility needs analysis is revised during the period of public review or at the public hearing, the approval process must recommence (e.g., another 30-day review period, published notice, etc.).

This analysis may not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

No less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

AR 7211(d)

DEVELOPER FEES (continued)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

Note: Pursuant to Government Code 65995.6, the fees take effect immediately upon adoption and are effective for only one year. After one year, the district must repeat the adoption process.

The fees authorized by Government Code 65995.6 and Government Code 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Funding: Residential Construction

Note: Government Code 65995.7 has authorized a district that is eligible to receive the Level 2 funding the authority to levy a still higher fee on residential construction (Level 3 Funding) upon a determination by the State Allocation Board that state funds are no longer available. However, with the passage of the 2002 School Facilities Bond (Proposition 47) and its implementing legislation, AB 16 (Ch. 33, Statutes of 2002), districts are prohibited from levying Level 3 fees until the 2004 primary election.

When Level 3 fees are authorized by law and the district qualifies for Level 2 funding pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to the requirements of Government Code 65995.7.

Level 3 Funding: Notice and Hearing Requirements

Pursuant to Government Code 65995.7, the notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 funding shall be the same as the requirements for Level 2 funding as specified above.

All Developer Funding Fees: Additional Requirements

The district shall send a copy of any resolution adopting or increasing developer fees to the city and county, accompanied by all relevant supporting documentation and a map indicating the boundaries of the area subject to the fee. (Education Code 17621)

In cooperation with local governmental agencies issuing building permits, the Superintendent or designee shall establish a means by which all of the following shall be accomplished:

1. The project applicant shall receive a written statement of the amount of the fees and notification that the 90-day approval period during which the applicant may protest has begun. (Government Code 66020)

AR 7211(e)

DEVELOPER FEES (continued)

Note: Item #2 below is optional and is intended to ensure that the district will have evidence that the required notification was delivered.

2. The Superintendent or designee shall receive and retain acknowledgment that the above notification was received.
3. Before a permit is issued and upon the payment of the applicable fee or requirement, the Board shall immediately certify that the fee has been paid or that the district has determined that the fee does not apply to the development project. (Education Code 17620)

Developer fees shall be deposited, invested, accounted for and expended pursuant to Government Code 66006. Developer fees shall be deposited in a separate capital facilities account, except for temporary investments allowed by law, and shall be used only for the purpose for which they were collected. Interest income earned by the capital facilities account shall also be deposited in that account and used only for the purpose for which the fee was originally collected. (Government Code 66006)

For each separate account so established, the Superintendent or designee shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year: (Government Code 66006)

1. A brief description of the type of fee in the account or fund
2. The amount of the fee
3. The beginning and ending balance of the account or fund
4. The amount of the fees collected and the interest earned
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the district determines that sufficient funds have been collected to complete financing on an incomplete public improvement
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan

AR 7211(f)

DEVELOPER FEES (continued)

8. The amount of refunds made pursuant to Government Code 66001(e) and any allocations made pursuant to Government Code 66001(f)

The Board shall review the above information at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

Note: Pursuant to Government Code 66006, the district may establish a reasonable annual charge, based on estimated cost, for sending the above notice.

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

Note: Pursuant to Government Code 66001, if the findings are not made every five years as required, the district may be required to refund the moneys in the account or fund pursuant to Government Code 66006(e).

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

When sufficient funds have been collected to complete the financing of public improvements but such improvements remain incomplete, the district shall, within 180 days of the date that a determination of sufficient funding was made, either identify an approximate date by which construction will begin or refund the unexpended revenues in accordance with Government Code 66001. (Government Code 66001)

Appeals Process for Protests by Developers

Note: Pursuant to Education Code 17621, a developer may protest the imposition of any developer fees listed above in accordance with the requirements in Government Code 66020.

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DEVELOPER FEES (continued)

Developers of residential, commercial and industrial projects who claim that the developer fee has been inappropriately levied shall use the following procedures: (Government Code 66020)

1. The developer shall tender any required payment in full or provide satisfactory evidence of arrangements to pay the fee when due or ensure performance of the conditions necessary to meet the requirements of the imposition.
2. The developer shall serve written notice to the Board. This notice shall include:
 - a. A statement that the required payment is tendered or will be tendered when due, or that any conditions which have been imposed are provided for or satisfied, under protest
 - b. A statement informing the Board of the factual elements of the dispute and the legal theory forming the basis for the protest
3. The protest shall be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees.

At the time of the imposition of the fee, the Superintendent or designee shall provide each project applicant written notice that the 90-day period in which the applicant may initiate a protest has begun. The developer may file an action to attack, review, set aside, void or annul the imposition of the fees imposed on the development project within 180 days of delivery of the notice. (Government Code 66020)

Facilities

BP 7214(a)

GENERAL OBLIGATION BONDS

Note: Article 16, Section 18 of the California Constitution permits school districts to issue bonds for school facilities with either a 66.67 percent or 55 percent approval by local voters. To qualify for the lower 55 percent (Proposition 39) threshold, districts must use the bond funds for more limited purposes and fulfill additional accountability requirements, as specified below.

In 88 Ops.Cal.Atty.Gen. 46 (2005), the Attorney General opined that a school district may use district funds to hire a consultant to assess the feasibility of developing a bond measure and to assess the public's support and opposition. However, according to the Attorney General, a district may not use district funds to hire a consultant to develop and implement a strategy to build a coalition to support the bond because such activities would be an impermissible use of public funds for campaign purposes in violation of Education Code 7054. For further discussion regarding use of district funds for political purposes, see BP 1160 - Political Processes.

Education Code 15100 sets forth conditions under which the Board may call for a bond election. Pursuant to Education Code 15266, these conditions must be satisfied if the Board is seeking either the 66.67 percent or 55 percent approval threshold. The following paragraph is consistent with Education Code 15100.

The Board of Education desires to provide adequate facilities in order to enhance student learning and to help the district achieve its vision for educating district students. To that end, the Board may order an election on the question of whether bonds shall be issued for school facilities when, in the Board's judgment, it is advisable and in the best interest of district students.

(cf. 1160 - Political Processes)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

Note: For bonds passed with a 55 percent majority, Education Code 15268 and 15270 set limits as to the maximum amount of the bond and the tax rate that may be levied as a result of the bond. Limitations for bonds requiring a 66.67 percent majority are detailed in Education Code 15102-15109.

The Board shall determine the appropriate size of the bond in accordance with law.

Bonds Requiring 55 Percent Approval by Local Voters

Note: Pursuant to Education Code 15266, upon adoption of the resolution specified below, the district must comply with the accountability provisions required for 55 percent approval, even if the bond ultimately passes by a 66.67 percent majority of the voters.

The Board may decide to pursue the authorization and issuance of bonds by approval of 55 percent majority of the voters pursuant to Article 13A, Section 1(b)(3) and Article 16, Section 18(b) of the California Constitution. If two-thirds of the Board agree to such an election, the Board shall vote to adopt a resolution to incur bonded indebtedness if approved by a 55 percent majority of the voters. (Education Code 15266)

BP 7214(b)

GENERAL OBLIGATION BONDS (continued)

Note: As amended by AB 3063 (Ch. 289, Statutes of 2006), Education Code 15266 requires that the bond election be held only during a regularly scheduled local election at which all of the electors in the district are entitled to vote. Therefore, those school districts whose boundaries encompass more than one city or county or whose board members are elected by trustee area must ensure that the bond election is on a ballot in which all of the electors in the district are entitled to vote.

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the school district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities. (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. A requirement that proceeds from the sale of the bonds be used only for the purposes specified above, as detailed in California Constitution Article 13A, Section 1(b)(3), and not for any other purposes including teacher and administrative salaries and other school operating expenses
2. A list of specific school facility projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

(cf. 0440 - District Technology Plan)
 (cf. 0450 - Comprehensive Safety Plan)
 (cf. 6151 - Class Size)

Note: Because the proceeds from the bond can be used only for types of construction, site acquisition or lease purposes for school facilities in accordance with California Constitution Article 13A, Section 1(b)(3)(A), bond funds cannot be used to pay the costs of the audits required below.

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed
4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

BP 7214(c)

GENERAL OBLIGATION BONDS (continued)**Bonds Requiring 66.67 Percent Approval by Local Voters**

Bonds shall be sold to raise money for the following purposes: (Education Code 15100)

- 1.. Purchasing school lots
2. Building or purchasing school buildings
3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity
5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. Permanently improving school grounds
7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans
8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577
9. Purchasing school buses with a useful life of at least 20 years
10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by order of the Board and entered into the minutes. (Education Code 15100)

Legal Reference: (see next page)

BP 7214(d)

GENERAL OBLIGATION BONDS (continued)*Legal Reference:***EDUCATION CODE**

7054 Use of district property, campaign purposes
 15100-15254 Bonds for school districts and community college districts
 15264-15288 Strict Accountability in Local School Construction Bonds Act of 2000
 17577 Sewers and drains
 47614 Charter school facilities

ELECTIONS CODE

324 General election
 328 Local election
 341 Primary election
 348 Regular election
 356 Special election
 357 Statewide election
 1302 School district election
 15372 Elections official certificate

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers
 1125-1129 Incompatible activities
 8855 California Debt and Investment Advisory Commission
 53580-53595.5 Bonds
 54952 Definition of legislative body, Brown Act

CALIFORNIA CONSTITUTION

Article 13A, Section 1 Tax limitation
 Article 16, Section 18 Debt limit

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356

ATTORNEY GENERAL OPINIONS

88 Ops. Cal. Atty. Gen. 46 (2005)
 87 Ops. Cal. Atty. Gen. 157 (2004)

*Management Resources:***WEB SITES**

CSBA: <http://www.csba.org>
 CSBA, District and Financial Services, Proposition 39 Bond Performance Audit Program:
<http://www.csba.org/ds/prop39.cfm>
 California Department of Education: <http://www.cde.ca.gov>
 California Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Facilities

AR 7214(a)

GENERAL OBLIGATION BONDS**Election Notice**

Note: Notice and ballot requirements for bond elections are specified in Education Code 15120-15126. Additional requirements for bond measures with a 55 percent vote are contained in Education Code 15272.

The Superintendent or designee shall ensure that election notice and ballot requirements are satisfied in accordance with Education Code 15120-15126 and 15272.

Certificate of Results

Note: Pursuant to Elections Code 15372, following a bond election, the county elections official must submit a certificate of the election results to the Board which must then provide certification to the county board of supervisors, as specified below.

If it appears from the certificate of election results that the appropriate majority of the voters are in favor of issuing the bonds, the Board of Education shall cause an entry of that fact to be made in its minutes. The Board shall then certify to the board of supervisors of the county whose superintendent of schools has jurisdiction over the district all proceedings had in connection with the election results. (Education Code 15124, 15274)

(cf. 9324 - Board Minutes and Recordings)

Resolution Regarding Sale of Bonds

Note: Pursuant to Education Code 15140, bonds may be offered for sale by either the county board of supervisors or the County Superintendent of Schools. However, the county board of supervisors may adopt a resolution authorizing a district to sell bonds on its own behalf when the district has not received a qualified or negative certification in its most recent interim financial report.

Prior to bonds being offered for sale, Education Code 15140 requires the Board to adopt a resolution directing the sale of bonds and prescribing the amount of bonds to be sold. As amended by AB 1482 (Ch. 213, Statutes of 2006), Education Code 15146 requires the Board to adopt an additional resolution prior to the sale of bonds and after the sale, to disclose the cost information and submit a cost summary, as detailed below.

Following passage of the bond measure, the Board shall pass a resolution to issue the sale of bonds. The resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable, which shall not be more than 25 years from the date of the bonds. (Education Code 15140)

AR 7214(b)

GENERAL OBLIGATION BONDS (continued)

Prior to the sale of bonds, the Board shall adopt, as an agenda item at a public meeting, another resolution, which includes all of the following items: (Education Code 15146)

1. Express approval of the method of sale
2. Statement of the reasons for the method of sale selected
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected
4. Estimates of the costs associated with the bond issuance

After the sale, the Board shall be presented with the actual cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the California Debt and Investment Advisory Commission. (Education Code 15146)

Citizens' Oversight Committee

Note: The following section is for use by districts that have had a general obligation bond approved with a 55 percent majority. Education Code 15278 requires such districts to appoint a citizens' oversight committee. Districts that have had approval of a bond with 66.67 percent majority vote are not required by law to appoint an oversight committee but may, at their discretion, form an oversight committee under requirements and guidelines adopted by the Board.

If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' advisory oversight committee. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

The citizens' oversight committee shall consist of at least seven members including, but not limited to: (Education Code 15282)

1. One member active in a business organization representing the business community located within the district
2. One member active in a senior citizens organization
3. One member active in a bona fide taxpayers' organization

AR 7214(c)

GENERAL OBLIGATION BONDS (continued)

4. One member who is a parent/guardian of a child enrolled in the district
5. One member who is a parent/guardian of a child enrolled in the district and is active in a parent-teacher organization, such as the Parent Teacher Association or school site council

*(cf. 0420 - School Plans/Site Councils)**(cf. 1230 - School-Connected Organizations)*

No employee, official, vendor, contractor, or consultant of the district shall be appointed to the citizens' oversight committee. (Education Code 15282)

Members of the citizens' oversight committee shall serve for a term of two years without compensation and for no more than two consecutive terms. (Education Code 15282)

The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditure of bond revenues. The committee shall actively review and report on the proper expenditure of taxpayers' money for school construction and shall convene to provide oversight for, but not limited to, the following: (Education Code 15278)

1. Ensuring that bond revenues are expended only for the purposes described in Article 13A, Section 1(b)(3) of the California Constitution including the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities
2. Ensuring that, as prohibited by Article 13A, Section 1(b)(3)(A) of the California Constitution, no funds are used for any teacher and administrative salaries or other school operating expenses

In furtherance of its purpose, the committee may engage in any of the following activities: (Education Code 15278)

1. Receiving and reviewing copies of the annual, independent performance audit required by Article 13A, Section 1(b)(3)(C) of the California Constitution
2. Receiving and reviewing copies of the annual, independent financial audit required by Article 13A, Section 1(b)(3)(D) of the California Constitution
3. Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of Article 13(A), Section 1(b)(3) of the California Constitution

AR 7214(d)

GENERAL OBLIGATION BONDS (continued)

4. Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the district, including any reports required by Education Code 17584.1
5. Reviewing efforts by the district to maximize bond revenues by implementing cost-saving measures including, but not limited to, the following:
 - a. Mechanisms designed to reduce the costs of professional fees
 - b. Mechanisms designed to reduce the costs of site preparation
 - c. Recommendations regarding the joint use of core facilities
 - d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design
 - e. Recommendations regarding the use of cost-effective and efficient reusable facility plans

(cf. 7110 - Facilities Master Plan)

The Board shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of the committee's purpose and sufficient resources to publicize the committee's conclusions. (Education Code 15280)

Note: Pursuant to Government Code 54952, open meeting laws (the Brown Act) apply to any commission, committee, board, or other body created by formal action of the Board, regardless of whether that body is permanent or temporary, decision-making or advisory.

All oversight committee proceedings shall be open to the public and noticed in the same manner as proceedings of the Board. Committee meetings shall be subject to the provisions of the Ralph M. Brown Act. (Education Code 15280; Government Code 54952)

(cf. 1220 - Citizen Advisory Committees)
(cf. 9320 - Meetings and Notices)

The oversight committee shall issue regular reports, at least once a year, on the results of its activities. Minutes of the proceedings and all documents received and reports issued shall be a matter of public record and shall be made available on the district's web site. (Education Code 15280)

(cf. 1340 - Access to District Records)
(cf. 9324 - Minutes and Recordings)

AR 7214(e)

GENERAL OBLIGATION BONDS (continued)

Members of the oversight committee shall be subject to prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1098. (Education Code 15282)

(cf. 9270 - Conflict of Interest)

Reports

Note: The following section applies to all bond elections.

Within 30 days after the end of each fiscal year, the Board shall submit to the County Superintendent of Schools a report concerning any bond election(s) containing the following information: (Education Code 15111)

1. The total amount of the bond issue, bonded indebtedness, or other indebtedness involved
2. The percentage of registered electors who voted at the election
3. The results of the election, with the percentage of votes cast for and against the proposition