

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

REGULAR MEETING

Albany Community Center
1249 Marin Avenue
Albany, CA 94706

TUESDAY

October 6, 2009

A G E N D A

- I. OPENING BUSINESS 6:30 p.m.**
- A) Call to Order
 - B) Roll Call
 - C) Identify Closed Session Pursuant to Agenda Section III Below
- II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS**
General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.
- III. CLOSED SESSION 6:35 p.m.**
- A) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 35146, Student Personnel Matters
 - B) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54956.9: Litigation, 1 Case
 - C) With respect to every item of business to be discussed in Closed Session pursuant to: Government Code Section 54957: Personnel Assignment Order
Certificated
 - 1. Corrections - none
 - 2. Extra Assignment
 - a. 6th Grade Chair
 - b. Counseling Chair
 - c. Resource Chair
 - 3. New Hire
 - a. Long Term Sub
 - b. Substitute Teacher
 - c. Teacher
 - d. TSA
 - 4. Resignation
 - a. Substitute Teacher
 - 5. Status Change – none

Classified

1. Corrections -- none
2. Extra Assignment
 - a. Yearbook
3. New Hire
 - a. Campus Aide
 - b. Dist. Student Data Coordinator
 - c. Network Technician
 - d. Rhythm Bound Director
 - e. Sp Ed Sub Para
 - f. Sub Clerical
 - g. Sub Para
 - h. Yard Aide
2. Resignation
 - a. Budget Analyst
 - b. Computer Support Tech
 - c. Yard Aide
3. Status Change
 - a. Benefits Specialist
 - b. Sp Ed Para
4. Termination
 - a. Substitute Custodian

Student Worker

1. Cafeteria Server
2. Food Services Aide

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

IV. OPEN SESSION**7:30 p.m.**

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

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

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

1. **Approval of Minutes**
 - a) August 18, 2009
 - b) September 1, 2009
 - c) September 15, 2009

2. **Personnel Assignment Order**
 - a) **Certificated Personnel – Public Employee Assignment, Employment, Appointment, Evaluation, Leave Requests:**
 1. Corrections - none
 2. Extra Assignment
 - a. 6th Grade Chair
 - b. Counseling Chair
 - c. Resource Chair
 3. New Hire
 - a. Long Term Sub
 - b. Substitute Teacher
 - c. Teacher
 - d. TSA
 4. Resignation
 - a. Substitute Teacher
 5. Status Change

 - b) **Classified Personnel – Public Employee Assignment, Appointment Employment, Leave Requests:**
 1. Corrections – none
 2. Extra Assignment
 - a. Yearbook
 3. New Hire
 - a. Campus Aide
 - b. Dist. Student Data Coordinator
 - c. Network Technician
 - d. Rhythm Bound Director
 - e. Sp Ed Sub Para
 - f. Sub Clerical
 - g. Sub Para
 - h. Yard Aide
 4. Resignation
 - a. Budget Analyst
 - b. Computer Support Tech
 - c. Yard Aide
 5. Status Change
 - a. Benefits Specialist
 - b. Sp Ed Para
 6. Termination
 - a. Substitute Custodian

4. **Student Worker**
 a. Cafeteria Server
 b. Food Services Aide
5. **Personnel – Job Description**
 a) Home/Hospital Instruction Teacher Pg 7
 b) After-School Intervention Instructor Pg 8
 c) Athletic Clerk Pg 9
 d) Music Assistant – Elementary Pg 10
6. **Curriculum and Instruction**
 a) Approve the Agreement Between Mills College and Albany Unified School District for Placement of Student Teachers Pg 12
 b) Approve the LEA Contract for Services Between Contra Costa County of Education and Albany Unified School District for the AB 430 Administrator Training Program Pg 19
 c) Approve Extended Field Trip from Albany High School to Berkeley Saturday, October 24, 2009 to attend a UC Berkeley Model UN Workshop Pg 21
 d) Approve the Quarterly Report on Williams Uniform Complaints for October, 2009 Pg 27
7. **Business and Operations**
 a) Accept the Second Funding Allocation of \$28,000 from SchoolCare Pg 28
 b) Approve the Independent Contractor Agreement for Carolyn Perino for Facilitating the AUSD Strategic Planning Process Pg 30
 c) Approve the “My School Bucks” Online Payment System Service Agreement and the Wells Fargo Merchant Services Contract Pg 36
 d) Approve the Independent Contractor Agreement for Susan Mox to Provide Student Information System (SIS) Training and Reporting Services Pg 47
 e) Approve the Notice of Completion for the Albany High School Pool Demolition Project Pg 53
8. **Student Services**
 a) Approve One (1) Master Contract Between Albany Unified School District and Star Academy for Basic Education for Two (2) Students at a Rate of \$38,000.00 Per Student. Cost not to Exceed \$76,000.00. Funding Source: Special Education Pg 55
 b) Approve One (1) Master Contract Between Albany Unified School District and Quality Behavioral Outcomes (QBO) for BID Services for (2) Students and General Consult/Staff Development at the Rate of \$110.00 per hour. Cost not to

- Exceed \$15,180.00. Funding Source: Special Education
- c) Approve Increase to Purchase Order #P10-00092 for Assessments of Deaf and Hard of Hearing Students. Services not to Exceed Twenty Four (24) Hours at a Rate of \$84.00/hour. Cost not to Exceed \$2,016.00. Funding Source: Special Education Pg 73
- d) Approve One (1) Master Contract Between Albany Unified School District and Deborah Burns McCloskey for Speech and Language Services for Two (2) Students at the Rate of \$81.00. Cost not to Exceed \$6,084.00. Funding Source: Special Education Pg 76

V. STUDENT BOARD MEMBERS

- A) Student Reports

VI. STAFF REPORTS

- A) It's About the People, Alison Makela
- B) Food Services Report, Clell Hoffman

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

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

VIII. REVIEW AND ACTION ITEMS

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

- A) Open Public Hearing on the Sufficiency of Instructional Materials
- B) Close Public Hearing on the Sufficiency of Instructional Materials
- C) Approve Sufficiency of Instruction Materials Resolution 2009-10-05 Pg 84
- D) Open Public Hearing on the Charter School Petition Pg 85
(Petition Available for Viewing in Superintendent's Office)
- E) Close Public Hearing on the Charter School Petition
- F) Conduct the 1st Reading, Waive 2nd Reading and Adopt Board Policies Section 5000 – Students (Under Separate Cover) Pg 86
- G) Conduct the 2nd Reading and Adopt Board Policies 4000 – Personnel Pg 87
(Under Separate Cover)
- H) Approve the Addition of Sustainable Design Features and Approve to Proceed with Construction Documents for the Albany High School Pool Project Pg 88
- I) Approve the Elimination of the Identity, Health, and Society (IHS) Course as a Graduation Requirement Effective with the Class of 2010 Pg 90
- J) Approve Comment on University Village Draft Environmental Impact Report (DEIR) Pg 93

IX. REVIEW AND DISCUSSION ITEMS

- A) Comparability Study of Athletic Director Position Pg 95
- B) Conduct the 1st Reading of Board Policies Update/Revision Section Pg 97

0000 – Philosophy-Goals-Objectives, and Comprehensive Plans

X. BOARD AND SUPERINTENDENT COMMENTS**XI. FUTURE AGENDA ITEMS**

- A) Strategic Plan Update
- B) Enrichment Update
- C) Technology Report

XII. FUTURE BOARD MEETINGS

- A) Tuesday, October 20, 2009, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- B) **Wednesday**, November 4, 2009, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- C) Tuesday, November 17, 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 give forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).

TITLE: HOME/HOSPITAL INSTRUCTION TEACHER

POSITION DESCRIPTION: Teacher will, under supervision of the Special Education administrator(s), provide individualized instruction to students who are unable to attend school.

SALARY: Hourly teacher's rate

WORK YEAR: School Year – ½ hour prep time awarded for every five hours of instruction within a one week period.

THIS POSITION REPORTS TO: Special Education Administrator(s)

DUTIES & RESPONSIBILITIES: E = Essential Duties

1. Home/Hospital Teacher will work with student's classroom teacher to create and adapt curriculum to keep students current with their class instruction. E
2. Meet with student in their home or in the community up to 5 hours per week to provide direct instruction and independent work assignments for students to complete. E
3. Monitor student progress and provide grades for coursework taught while on Home/Hospital Instruction E
4. Provide attendance report to school attendance office E

QUALIFICATIONS/REQUIREMENTS:

1. Current valid California teaching credential
2. Ability to collaborate with professionals to create appropriate program.

TITLE: AFTER-SCHOOL INTERVENTION INSTRUCTOR

POSITION DESCRIPTION: Under the direction of the site principal provide an intervention program for at risk students as determined by the district and site assessment data. Average class size will be approximately 15 students to one teacher, however this may vary depending the type of program.

SALARY: Credentialed - \$30/hour
Non-Credentialed - \$22/hour

WORK YEAR: School Year

THIS POSITION REPORTS TO: Site Principal

DUTIES & RESPONSIBILITIES: E = Essential Duties

1. Communicate with teachers, students and parents regarding student progress E
2. Coordinate with site administration E
3. Use Pre and Post assessments to monitor student progress E
4. Use of Pre assessments to establish goals for each child, based on California State standards E
5. Maintain an effective learning environment E
6. Use provided resources to develop a sound academic intervention program

QUALIFICATIONS/REQUIREMENTS:

1. Ability to work cooperatively
2. Knowledge of District curriculum
3. Previous experience working with students, teaching experience preferred
4. BA or higher
5. Excellent classroom management skills

TITLE: ATHLETIC CLERK

POSITION DESCRIPTION: Under the direction of the Athletic Director and the Principal, the athletic clerk will assist in the efficient operation of the athletic department.

SALARY: Range 24 CSEA Salary Schedule

WORK YEAR: 180 Days

THIS POSITION REPORTS TO: Site Principal and Athletic Director

DUTIES & RESPONSIBILITIES: E = Essential Duties

1. Call and confirm games E
2. Order and confirm buses E
3. Track purchase orders and obtain approval for payment E
4. Help maintain and monitor athletic rosters E
5. Assist with athletic eligibility E
6. Other duties as assigned E

ABILITY TO:

1. Compile, maintain, write, and submit accurate and complete records and reports and process data.
2. Understand and carry out oral and written directions and work independently without direct supervision.
3. Read, interpret, and apply instructions, rules, regulations, policies, and procedures.
4. Plan, prioritize, and organize work and meet deadlines.
5. Operate modern office equipment and applicable software programs.
6. Communicate effectively and accurately both orally and in writing.
7. Apply interpersonal skills with using tact, patience, and courtesy.
8. Establish and maintain cooperative working relationships.

QUALIFICATIONS/REQUIREMENTS:

1. Ability to work cooperatively and independently
2. Current Valid California Driver's License
3. High school diploma or equivalent

ALBANY UNIFIED SCHOOLS JOB DESCRIPTION

P10

TITLE: MUSIC ASSISTANT - ELEMENTARY

POSITION DESCRIPTION: Assist the elementary school music teacher during music instruction

SALARY: \$22.00-\$26.00/hour

WORK YEAR: School Year

THIS POSITION REPORTS TO: Music Teacher

DUTIES & RESPONSIBILITIES: E = Essential Duties

1. Assist teacher during instruction: for example: demonstrate instruments, fix hand positions, correct mouth formation, fix instruments, direct music E
2. Supervise students to maintain effective environment E
3. Other duties as assigned E
4. Maintain the security and confidentiality of specified records and information E
5. Follow District policies and school rules and regulations regarding students E
6. Establish and maintain effective work relationships with those contacted in the performance of required duties E

QUALIFICATIONS/REQUIREMENTS:

1. Ability to work cooperatively and independently
2. Experience as a professional musician or music teacher
3. Proper use of English, spelling, and grammar


ALBANY UNIFIED SCHOOLS JOB DESCRIPTION

Range	Position Title		A	B	C	D	E
7	Music Assistant – Elementary	Hourly	\$22.00	\$23.00	\$24.00	\$25.00	\$26.00

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

**ITEM: AGREEMENT BETWEEN MILLS COLLEGE AND ALBANY UNIFIED
SCHOOL DISTRICT FOR PLACEMENT OF STUDENT TEACHERS**

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction 

TYPE OF ITEM: *Consent*

BACKGROUND INFORMATION:

This agreement with Mills College will allow Student Teachers to gain classroom teaching experience within our schools during the 2009-10 school year. The agreement is attached.

FINANCIAL INFORMATION: No Fiscal Impact

RECOMMENDATION:

Approve the agreement between Mills College and Albany Unified School District for placement of student teachers to gain classroom teaching experience.

MILLS COLLEGE

PRACTICE TEACHING AGREEMENT

AGREEMENT

THIS AGREEMENT entered in this 15th day of August, 2009 by and between Mills College, hereinafter called the College, and the Albany Unified School District, hereinafter called the District:

WITNESSETH

WHEREAS the County Superintendent of Schools is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of such institutions; and

WHEREAS, any such agreement may provide for the payment in money, services or other valuable consideration for the services rendered by the District of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that payment to be made to the District under this agreement do not exceed the actual cost to the District for the services that are rendered;

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

I.

The District shall provide teaching experience through practice teaching in schools and classes of the District not to exceed 16 semester units per student of practice teaching. Such practice teaching shall be provided in such schools or classes of the District, and

under the direct supervision and instruction of such employees of the District, as the District and the College, through their duly authorized representatives may agree upon.

The District may, upon reasonable notice, refuse to accept for practice teaching any student of the College assigned to practice teaching in the District, and upon request of the District, the College shall terminate the assignment of any student of the College to practice teaching at the District.

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

II.

The College will pay the District for the performance by the District of all services required to be performed by them under this agreement by issuing continuing education credit hours to the District teachers who supervise the practice teaching at the rate of one Mills College continuing education unit for each semester unit of practice teaching provided by the District pursuant to this agreement. Mills College will reimburse the District for any and all costs actually incurred in paying any claims for workers' compensation injury or illness for any student practice teacher covered by this agreement.

The number of semester units of practice teaching to be provided for each student of the College assigned to practice teaching under this agreement shall be determined by the College.

III.

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

The assignment of a student of the College for practice teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given her/him by the College effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the College to practice teaching is terminated by the College for any reason, the District shall receive payment on behalf of District employees providing supervisory services in an amount of continuing education credit hours representing time actually devoted to individual instruction of the student practice teacher, except that if such assignment is terminated within one week of the last week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks or eighteen (18) weeks, whichever is appropriate.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District in order to avoid adjusting payment for the District should absences occur. Payment to the District is to be based on semester units and not on actual hours of attendance. Actual attendance for credit as semester units by student teachers is the obligation of the College.

IV.

At the end of each Mills semester, the College will issue certificates of continuing education credit to each Albany Unified School District teacher who has supervised a Mills student in the classroom for the purpose of providing practice teaching experience. The credits will be issued as follows:

- One professional development unit (4 semester hours) per semester for a course entitled "Inquiry into the Profession of Teaching."

Mills will provide copies of these certificates to the District as evidence of payment for services rendered by Albany District of Education teachers.


V.


The term of this agreement shall commence on the 1st day of August, 2009, and terminate on the 15th day of June 2010.

VI.

Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed, or amended, by mutual consent of the parties hereto.

Execution of this contract is hereby requested:

By  _____
Joseph Kahne
Dean, School of Education
Mills College

By  _____
Print Name Lynda Hornada
Title Director of C&I
Albany Unified School District

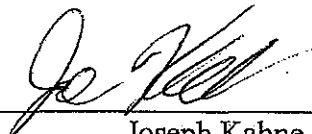
MILLS COLLEGE


ADDENDUM TO PRACTICE TEACHING AGREEMENT

HOLD HARMLESS AGREEMENT

The District shall defend, indemnify and hold the College, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.

The College shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the College, its officers, agents or employees.

By  _____
Joseph Kahne
Dean, School of Education
Mills College

By  _____
Print Name Lynda Hornade
Title Director of C I T
Albany Unified School District



AB 430 ADMINISTRATOR TRAINING PROGRAM

RECEIVED

SEP 17 2009

SUPT'S OFFICE

**LEA CONTRACT FOR SERVICES: Albany USD
Module 1: 2009-2010**

Contra Costa County Office of Education (CCCOE), hereby known as the Provider for the AB 430 Administrator Training Program, establishes and commits to implement a well-designed AB 430 program for principals and vice principals that successfully meets or exceeds the program's intent and criteria.

To ensure successful implementation of the program, the **Albany Unified School District**, hereby known as the Local Educational Agency (LEA), commits to its participation in and support of both the Core Content training and follow-up Practicum for AB 430 as outlined in the State Board of Education requirements.

A. PROGRAM DESCRIPTION

It is the intent of AB 430 through Core Content training and follow-up Practicum to develop principals and vice principals who:

- Can establish sound and clear instructional goals,
- Can collaboratively develop data-driven instructional strategies,
- Are knowledgeable about academic content and effective instructional strategies,
- Understand and use technological applications to leverage time and effectiveness,
- Know how to align fiscal and human resources to achieve data-driven goals, and
- Have the skills to lead a school through the academic instructional program change required of a standards-based system.

The State Board of Education has determined the content, objectives, and outcomes of the AB 430 modules. CCCOE's Module 1 training will include a minimum of 40 hours of Core Content training and 40 hours of follow-up Practicum designed to enable participants to put the core content training into practice at the school site level.

Note: Participants will follow Practicum guidelines as outlined in our "CCCOE AB 430 Practicum Handbook" and use the Practicum forms available on our web site at www.ab430region4.org.

B. EVALUATION AND REPORTING

Required collection and reporting of attendance data on all participants will include name, school, title, attendance, and make-up attendance. The LEA and Provider will support the State Board of Education AB 430 requirements and final reports for submission to the legislature (44516 (a) (b)).

C. COST

The LEA is contracting with the Provider for 40 hours of Core Content training **beginning July 1, 2009 and ending June 30, 2010** as well as for oversight of the 40 hours of follow-up Practicum.

Provider Fees for Institute Training: The cost for Module 1 training is \$900 per module per participant. The cost to make up training is \$50 per make-up session per participant.


The LEA is still responsible for the cost of the training and Practicum if the participant cancels less than 24 hours prior to the training, is a No Show on the first day of the training, or fails to complete the training.

Provider Fee for Follow-up Practicum: The cost for the required hours of Practicum will be negotiated as necessary between the Provider and the LEA, depending upon the level of service and activities requested by the district and participant. If requested, follow-up Practicum services could include additional professional development and mentoring/coaching.

LEA Reimbursement from the California Department of Education

The California Department of Education will reimburse the LEA for completion of all 160 hours of training. Please be advised that reimbursement is subject to the amount of funding available from the CDE and is dependent upon the State budget allocation each year.

The LEA understands that the cost of services is payable to the Provider even when the State does not reimburse the LEA for participants who fail to complete the training or because State funds are not allocated sufficiently for full reimbursement.

LEA initial here: 

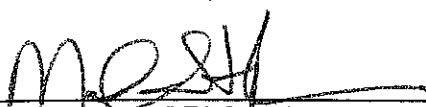
D. ASSURANCE OF PROPRIETARY RIGHTS

Proprietary rights of Provider's training curriculum will be protected:

By signing below, the contracting LEA acknowledges and accepts the proprietary rights of all Provider training curriculum and materials and understands that neither of these may be used nor reproduced for any purpose without the express written consent of the AB 430 Provider.

The Provider and LEA hereby enter into an agreement for AB 430 training services as described in the above sections.

 CCCOE Superintendent or Designee


 District/LEA Superintendent or Designee

 Date

9/15/09
 Date

AB 430 Contact for CCCOE and Region IV
 Cheryl Hansen, AB 430 Coordinator
 Contra Costa County Office of Education
 Phone: 925-942-3445
 Email: chansen@cccoe.k12.ca.us
 AB 430 Web Site: www.ab430region4.org

ALBANY UNIFIED SCHOOL DISTRICT

EXTENDED FIELD TRIP BEYOND REGULAR SCHOOL HOURS
OVERNIGHT FIELD TRIP
OUT OF STATE FIELD TRIP

Page 1 of 4

MUST BE SUBMITTED FOUR WEEKS PRIOR TO FIELD TRIP

Date of Request: 9/14/09

Sponsoring Teacher(s): James

School: AMS

Class(es) Involved: Model UN Club

Grade Level(s): 9-12

Days and Dates of Trip: 10/24/09 ^{only} through _____

Number of Students Involved: 15

Each adult will be assigned responsibility for 15 students
(Refer to page 4 for guidelines)

Day and Time of Departure: 10/24/09 8⁰⁰ a.m. (El Cerrito BART)

Day and Time of Return: 10/24/09 3³⁰ - 4⁰⁰ pm (El Cerrito BART)

General Statement of Proposed Trip:

Students will attend a delegate training workshop, sponsored by
The organizers of The UC Berkeley Model UN Conference.

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 2 of 4

Objectives to be Accomplished by Students:

- To learn about parliamentary procedure and the operations of the UN
- To develop public speaking and negotiating skills

Proposed Itinerary:

(Please be specific regarding dates, times and locations)

10/24/09 8⁰⁰ a.m. → Meet at EZ BART. Take BART to Downtown Berkeley; walk to campus.
Attend Conference

3¹⁰ p.m. → Leave Conference; walk to Berkeley BART. Take BART to EZ Aliza
arriving at 3³⁰ - 4⁰⁰ p.m.

Estimated Costs to District:

Approximately \$18 in BART fare (using discount tickets) if tickets
are available from AHS; no cost if tickets not available

Estimated Costs to Students:

\$3.50/student for transport (if not tickets available from AHS)
\$15/student for registration (possibly less -- we're waiting to hear from the
Workshop
organizers)
\$5.00/student (more or less) for lunch

Name of Adult Sponsors:

Kevin James

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 3 of 4

Principal's Recommendation:

Ass Tamm B 9/14/09
Principal's Signature Date

Director of Curriculum Date

BOARD ACTION:

(Required for out of state field trips)

Approved as Requested:

Approved with Following Changes:

Superintendent's Signature Date

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 4 of 4

MINIMUM GUIDELINES FOR ADULT SUPERVISION ON FIELD TRIPS

VEHICLE FIELD TRIPS	
<u>Grade</u>	<u>Adult/Student Ratio</u>
Pre K-2	1:5
3-5	1:6
6-8	1:10
9-12	1:15

WATER TRIPS*	
<u>Grade</u>	<u>Adult/Student Ratio</u>
Pre K-2	1:3
3-5	1:5
6-8	1:8
9-12	1:10
*Excludes Albany Pool	

**FORMS TO BE SUBMITTED PRIOR TO FIELD TRIP:
(to be completed by Principal)**

- K-12 FIELD TRIP PERMISSION FORM
- HIGH SCHOOL FIELD TRIP/CLASS ABSENCE FORM
- OVERNIGHT EXTENDED FIELD TRIP APPLICATION
- ASSUMPTION OF RISK AND WAIVER, RELEASE AND INDEMNITY AGREEMENT
(for a trip beyond regular school hours, Student participation in school sports and water trips)
- PERSONAL VEHICLE USE PERMISSION FORM
(for Vehicle Field Trips)

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 3 of 4

Principal's Recommendation:

Asst Tamm B 9/14/09
Principal's Signature Date

Director of Curriculum Date

BOARD ACTION:

(Required for out of state field trips)

Approved as Requested:

Approved with Following Changes:

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OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 4 of 4

MINIMUM GUIDELINES FOR ADULT SUPERVISION ON FIELD TRIPS

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- HIGH SCHOOL FIELD TRIP/CLASS ABSENCE FORM
- OVERNIGHT EXTENDED FIELD TRIP APPLICATION
- ASSUMPTION OF RISK AND WAIVER, RELEASE AND INDEMNITY AGREEMENT
(for a trip beyond regular school hours, Student participation in school sports and water trips)
- PERSONAL VEHICLE USE PERMISSION FORM
(for Vehicle Field Trips)

Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]

District: Albany Unified School District

Person completing this form: Lynda Hornada

Title: Director of Curriculum and Instruction

Quarterly Report Submission Date:
 (check one)

- April 2009
- July 2009
- October 2009
- January 2010

Date for information to be reported publicly at governing board meeting: October 6, 2009

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction and Services	0		
TOTALS	0		

Marla Stephenson

Print Name of District Superintendent

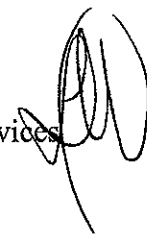

 Signature of District Superintendent

9/30/09
 Date

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: School Care – 2009-10
2nd Funding Allocation

PREPARED BY: Laurie Harden, Assistant Superintendent, Business Services 

TYPE OF ITEM: Consent Agenda

BACKGROUND INFORMATION:

School Care has generously committed a second funding allocation of \$28,000 to the Albany Unified School District. These funds are specifically earmarked for 2009-10 expenditures per the attached documentation.

FINANCIAL INFORMATION:

\$28,000 for 2009-10 programs.

RECOMMENDATION: Accept the second funding allocation of \$28,000 from School Care.

SCHOOL CARE

1563 Solano Avenue, #537 • Albany, CA 94707 • www.AlbanySchoolCARE.org

Oct. 1, 2009

AUSD Superintendent, Marla Stephenson
AUSD Ass't. Superintendent, Laurie Harden

Dear Marla and Laurie,

We are writing to let you know that after consultation with the schools and district officials, our SchoolCARE board has approved the following second round funding allocations for the coming 2009-10 school year. We hope this notification will allow you to authorize the principals to move forward with any hiring and staffing decisions in a timely manner. The items we are offering to fund are the top wish list items requested by the school sites through their collaborative, site based process of evaluating their needs and priorities for the coming year. As always, we appreciate your continued cooperation in helping to make this possible.

With the help of the entire Albany school community, SchoolCARE is pleased to be able to provide the following additional educational services and staffing for the 2009-2010 school year.

Cornell, Marin and Ocean View Elementary Schools:

\$13,500 for art enrichment (visual art and/or drama, \$4500 per school)

Albany Middle School:

\$3,000 toward noontime activities

Albany High School:

\$11,000 for library aide/technician. (The district will work with AHS to translate that funding allocation into hours of available service.)

MacGregor High School:

\$500 in additional support of their culinary arts program

We have worked closely with the business office to establish an approximate cost for the TOTAL allocation (for the first and second round funding items) of approximately \$315,000.

Sincerely,

Kym Sterner and Debbie Essex
SchoolCARE Needs and Resources Co-Chairs

Teresa Barnett, President
Becky Hopwood, Secretary
Julie Burke, Treasurer
Yael Bloom
Marguerite Buck-Bauer
Helene Class

Cathy DeCuir Goodman
Barbara Grady Ayer
Meg Griffith
Connie Kidney
Karen Larson
Stephen Naiff

Carol Newborg
Janet Seltzer
Ross Stapleton-Gray
Amy St. George
Amy Tick
Kim Wolf

SchoolCARE is a not-for-profit, tax-exempt corporation. Tax ID # 91-2153262

Board of Directors: President: Teresa Barnett, Treasurer: Julie Burke

Yael Bloom, Marguerite Buck-Bauer, Helene Class, Cathy DeCuir, Debbie Essex, Barbara Grady Ayer, Meg Griffith, Connie Kidney, Carol Newborg, Janet Seltzer, Amy St. George, Kym Sterner, Amy Tick

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Approve the Independent Contractor Agreement for Carolyn Perino for Assisting in Facilitating the AUSD Strategic Planning Process

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Consent

BACKGROUND INFORMATION:

Ms. Perino will assist Mary Townsend with planning and facilitating the AUSD Strategic Planning Process. Cost not to Exceed \$4,000.00.

FINANCIAL INFORMATION:

Funding Source: General Fund

RECOMMENDATION: Approve Independent Contractor Agreement at a cost not to exceed \$22,500.00.

Albany Unified School District

Independent Contractor Agreement

THIS AGREEMENT, made this 1st day of July, 2009 between Carolyn Perino, an independent contractor, (Contractor), having a principal place of business at _ and the Albany Unified School District ("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

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

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

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

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$4000.00. 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


Date July 1, 2009
Independent Contractor

Social Security or Federal I.D. #

Exhibit "A"

Description of Services

Description of Services:

Planning, agenda development and co-facilitation of the District Strategic Plan.

Date(s) Services to be performed:

July 09 to June 2010

**July/August planning and agenda development
September Strategic Plan**

Exhibit "B"

INDEPENDENT CONTRACTOR
CERTIFICATION OF
EMPLOYEE CLEARANCE

Name of Company/Individual: Carolyn Perino "Lyn"

Address: _____

City: _____ State: IL ZIP: _____

Telephone: _____ FAX: _____

Email: ljperino@pacbell.net

Contact Person: Lyn Perino

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.

Carolyn Perino Consultant
Print Name Title

Carolyn Perino July 1, 2009
Signature Date

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Approve the "My School Bucks" Online Payment System Service Agreement and the Wells Fargo Merchant Services Contract

PREPARED BY: Clell Hoffman, Executive Chef

TYPE OF ITEM: Consent

BACKGROUND INFORMATION:

Albany Unified School District is seeking approval from the Board of Education for the "My School Bucks" Online Payment System Service Agreement and the Wells Fargo Merchant Services Contract.

"My School Bucks" Online Payment System would allow parents to keep track of school lunch accounts and make payments online for their children. Wells Fargo Merchant Services would process the payments.

FINANCIAL INFORMATION:

Funding Source: Cafeteria Fund

RECOMMENDATION: Approve the "My School Bucks" Online Payment System Service Agreement and the Wells Fargo Merchant Services Contract

My School Bucks

My School Bucks is an on-line payment system that would allow parents to pay for school lunches using the internet.

308 parents responded to question in an on-line survey:

Would the ability to check your child's lunch account balance on-line be of help to you?

80% responded yes.

306 parents responded to the question in an on-line survey:

Would you pay \$12.00 per year to be able to add money to your child's lunch account on-line? This service has the ability to work like on-line banking with auto pay and auto notification when the account is low.

68% responded no.

The answers to these questions could lead one to believe that parents would mostly use the service to keep account balances in the black. This would increase participation by giving the students more access to purchasing school lunch. This system would reduce the labor needed to process lunch money manually. It would also reduce the number of returned checks. My School Bucks could also be used by other departments and organizations in the district. For example: year books, prom, uniforms, sports fees, and fundraisers.

See attached information for detailed information about the agreement between My School Bucks and AUSD.

mySchoolBucks.com
Agreement

This Service Agreement ("Agreement") is between **mySchoolBucks, LLC** ("mySB"), of 9700 Village Center Drive, Suite 50-L, Granite Bay, California 95746 and **Albany Unified School District** ("Customer"), of 904 Talbot Avenue, Albany, CA 94706.

Whereas, Customer wishes to offer its Parents ("Users") in its school district the ability to pay for school services via the Internet;

Whereas, mySB has developed a software application, website and service (collectively the "Service"), called mySchoolBucks.com, that enables Parents to pay for all school services using a credit or debit card, and to shop online at selected online retailers who provide a fundraising contribution back to Customer;

Whereas, mySB is a web interface between the parent, merchant processor and customer

NOW, THEREFORE, Customer and mySB desire to set forth the terms and conditions under which the Service will be implemented in Customer's area.

1. RESPONSIBILITIES OF THE PARTIES

Customer shall provide to mySB:

- (a) **Internet Merchant account information including an acceptable internet protocol payment gateway to enable processing of daily credit card transactions;**
- (b) Technical assistance from Customer's district IT staff in setting up data transfers between the district's databases/data processing software systems as required and establishing a link between the district website and mySchoolBucks.com website;
- (c) Marketing the Service including marketing of the Online Marketplace to Community of enrolled students, including, but not limited to, letter to parents to introduce the Service, advertising on school forms, menus, posters in cafeterias, articles in school newsletters, and other methods commonly used by Customer to communicate with parents, to be mutually agreed upon between Customer and mySB;
- (d) Customer support telephone number for parents to call with inquiries about how to access and sign up for the Service, or to request deactivation of the Service feature that allows viewing of their child's account balance and/or food purchase history;
- (e) Prompt response to emails from parents requesting student ID numbers;
- (f) Refunds to Parents (parents, guardians, community or any user authorized to use the Service, collectively the "Parents" or "Users"), if applicable and a normal part of Customer's practices, exclusive of all fees due mySB for use of the Service;
- (g) Collection of all payments and fees from Parents on any Parent-denied credit card charge;
- (h) Processing of payments after the Customer receives the funds from its Payment Processor, including, but not limited to, the verification of receipt of funds, recording, application or refund of any payment made by Parents to a student's account via the Service;
- (i) Security of Customer's district website from intrusion by hackers and others intent on accessing district confidential information, including data on Parents and students; and
- (j) A primary contact as the single point of contact for mySB with responsibility for coordinating the completion of these responsibilities.

mySB shall provide to Customer:

- (a) Computer server, software and database software for the Service;
- (b) Computer software providing an information passageway between school district databases and mySB;
- (c) Hosting of the Service at a secure facility;

- (d) Access to the Service 24 hours a day, 7 days a week, 365 days a year, except for brief periods in off-peak hours when the Service is down for routine maintenance;
- (e) Security of the Service's website from intrusion by hackers and others intent on accessing district confidential information;
- (f) An interface to a secure transaction payment gateway for handling credit card transactions via the Internet;
- (g) Credit card authorizations received from your merchant processor;
- (h) Monthly payments to Customer for fund raising contributions from Parent transactions at online retailers;
- (i) Initial setup of Windows scheduler for import of daily credit card transactions from the Service, if applicable, and transaction level reporting;
- (j) Sample letter for Customer's marketing of Service to Parents;
- (k) Online Terms of Use Agreement for the User;
- (l) A primary contact as the single point of contact with responsibility for coordinating the completion of these responsibilities;
- (m) A support email address for Parents to submit questions; and
- (n) An Administrative function and reports in sufficient detail to allow Customer to track each Parent payment transaction made using the Service.

Notwithstanding any of the foregoing, mySB also reserves the right to market and/or advertise the Service directly to Parents in the Customer's district.

2. PAYMENT OPTIONS AND BILLING

Customer payment options for the Service ("Payment Option") are described below and presented to Customer for selection in Exhibit A, Election of Payment Option, attached hereto and incorporated for all purposes. Customer agrees to select the Payment Option that is best suited to the Customer's situation:

OPTION A: USERS HAVE THE OPTION OF EITHER PAYING A ONE DOLLAR AND THIRTY-FIVE CENT (\$1.35) CONVENIENCE FEE OR PAY AN ANNUAL SUBSCRIPTION FEE OF \$14.80 PER YEAR OR \$12.90 FOR NINE MONTHS OR \$9.90 FOR SIX MONTHS OR \$4.95 FOR THREE MONTHS. Subscription Fee provides unlimited usage, access to balances, and unlimited transactions per year for the entire family.

For Option A, if Users select to pay the One Dollar and Thirty Five Cent (\$1.35) per transaction fee vs. the Subscription Fee, Users pay Customer on behalf of mySB. mySB will invoice the Customer immediately following the end of each calendar month in order to collect its fees for that period. mySB fees for the period will be based upon the number of transactions for that period X \$1.35 per transaction.

OPTION B: CUSTOMER PAYS A ONE DOLLAR (\$1.00) PER TRANSACTION FEE; NO COST TO PARENTS. This Payment Option is designed to yield the greatest parent participation. Customer agrees to pay to mySB a fee of One Dollar (\$1.00) per transaction ("Service Fee") for payments a Parent makes to their account ("Parent Payment") using the Service. The Service is provided free of charge to all Parents that register and use the Service. mySB will invoice the Customer immediately following the end of each calendar month in order to collect its fees for that period.

For both Options A and B, all funds transacted including the One Dollar and Thirty-Five (\$1.35) per transaction fee but excluding the Membership fee will be deposited directly into the Customer bank account by Customer's Merchant Processor. mySB will invoice the Customer immediately following the end of each calendar month in order to collect its fees for that period.

Payment will be due upon receipt of invoice by the Customer. mySB reserves the right to withhold or discontinue the Service if Customer is thirty (30) days delinquent in the payment for any Service charges.

mySB reserves the right to change the Service Fee with thirty (30) days advance notice.

3. ADDITIONAL PROVISIONS FOR INCLUDED SERVICES

(a) **Online Marketplace.** The Service may include online shopping/fund raising ("Online Marketplace") that enables Parents to access the web sites of third party merchants ("Online Merchants") and purchase certain goods or services from such Online Merchants' web sites. The Online Marketplace enables Parents to direct a portion of the purchase as a "Contribution" to one or more of Customer's schools, which Contribution is generated by Parent purchases and are based on referral fees paid by the Online Merchants to mySB. To generate a contribution, a Parent must click on the link provided in the Online Marketplace and follow it to the Online Merchant's web site, make a purchase, accept delivery, and make payment for the purchase to the Merchant.

- i.) The Contribution payment to Customer will be in accordance with the percentages listed on the mySB web site at the time of the Parent's purchase. The amount of the Contribution payable to Customer will vary depending on the Online Merchant and/or item or service purchased.
- ii.) Contribution payments to Customer from an Online Merchant may be subject to conditions and/or adjustment, including policies regarding order cancellation, returned merchandise, receipt of pending credit card authorizations and/or charge backs and minimums for earned compensation before payment is made to Customer.
- iii.) Contribution payments shall be made to Customer at the first weekly transfer of each month for the prior month's earned commissions totaling at least twenty-five dollars (\$25.00). If Customer does not have \$25.00 in earned commissions in a given month, the Contribution payment will roll over to the next month until the minimum \$25.00 in earned commissions to Customer is achieved.
- iv.) mySB is under no obligation to make a Contribution payment to Customer in the event the Online Merchant does not pay mySB, for any reason, for purchases made using mySB Online Shopping

(b) **Online School Store.** The Online School Store is included in the Service and Customer agrees to pay mySB the fee dictated by the Payment Option selected in Exhibit A, Election of Payment Option. Addition of sales items, product photos, pricing and updating the Online School Store portion of the Service is the sole responsibility of Customer.

(c) **Advertising and Promotional Activity.** The Service may include local and national organizations who advertise with banner ads, side ads.

4. DENIAL OF PARENT CHARGE; TRANSACTION CANCELLATIONS

mySB shall not be responsible for Parent denied credit card charges or electronic payments and/or Parent claim of fraudulent credit card usage. Customer is responsible for collecting the full amount of the payment denied by the Parent. Customer agrees to pay mySB its transaction fees, regardless of a Parent denying a credit card or electronic payment charge.

5. TERM AND TERMINATION

- (a) This Agreement shall commence on the date first written above (the "Effective Date"). This Agreement will continue in effect for a minimum period of twelve (12) months and thereafter shall automatically renew for successive renewal terms of twelve (12) months each.
- (b) Customer may terminate this Agreement at any time subsequent to the twelve (12) month minimum period upon ninety (90) days written notice to mySB, and mySB may terminate upon ninety (90) days written notice to Customer. Termination shall not relieve the Customer of its obligation to pay all Service Fees incurred through the date specified in the notice of termination (the "Termination Date"). Termination by Customer may occur prior to the conclusion of the initial twelve (12) month term as set forth in section 6, below.

6. SITE POLICIES

mySB reserves the right at any time to change, add or delete any aspect or feature of the Service upon notice to Customer and User. Should Customer find such changes, additions or deletions of aspects or features of the Service unsatisfactory, Customer may choose to terminate this Agreement with ninety (90) days notice to mySB. mySB may refuse service to Users or cancel orders in its discretion. mySB may immediately terminate its Agreement with the User at any time without notice and for any reason, including, but not limited to, if User engages in any conduct that mySB, in its sole discretion, considers to be unacceptable, or if User breaches the Terms of Use Agreement. Users must be 18 years of age or older to use the Service. Parents will be able to view their child's account balance and/or food purchase history without making a credit card payment, however; this feature is contingent upon an interface with Customer's food service software.

7. CUSTOMER CONFIGURATION RESPONSIBILITY

Customer acknowledges that it may be necessary for Customer to update its software and/or hardware to current levels and purchase, entirely at Customer's expenses, computer hardware and/or software in order to implement the Service.

8. SUPPORT SERVICES TO CUSTOMER

mySB shall provide help desk support to Customer over its toll free 800 number between the hours of 8:00AM – 5:00PM PST. mySB's training of Customer staff is limited to a mySB help desk representative providing a telephone introduction and overview of the Service's administrative function for set up and reporting. There are no additional fees for the above described help desk support and Customer training.

mySB shall be under no obligation to furnish Support Services to Customer after the effective Termination Date and under any one or more of the following circumstances:

- (a) If applicable, Customer failure to acquire and maintain computer hardware, subsystems, and operating system compatible with the Service; and/or
- (b) Customer modification in any manner of the Service by other than mySB personnel.

If Support Services are required under any of the foregoing circumstances, such services shall be provided at mySB's sole discretion and option, and mySB reserves the right to charge its standard rates for labor, travel and material in effect at that time.

mySB shall not be held liable for indirect, special or consequential damages resulting from servicing or use of the program even if mySB has been notified as to a particular problem or error in the program.

Further, mySB shall have no support obligations with respect to any hardware or third party software product ("Non-Qualified Products") other than the Service. If mySB provides support services for a problem caused by a Non-Qualified Product, or if mySB's service efforts are increased as a result of a Non-Qualified Product, mySB will charge time and materials for extra service at its then current published rates for custom software services. If, in mySB's opinion, performance of Technical Support is made more difficult or impaired because of Non-Qualified Products, mySB shall notify Customer, and Customer will immediately remove the Non-Qualified Product at its own risk and expense during any efforts to render Technical Support under this Agreement. Customer shall solely be responsible for the compatibility and functioning of Non-Qualified Products with the Service.

9. COPYRIGHT

All content, titles, graphics, logos, button icons, images and software are the copyrighted material of mySchoolBucks, LLC. The compilation of all content on the mySchoolBucks.com website is the exclusive property of mySB, and is protected by U.S. and international copyright laws. Reproduction, republication or distribution of any material from the website is strictly prohibited, except that Customer may, for personal and non-commercial use only, make a single hard copy of reports and transactions for its own records.

10. TRADEMARKS

The mySchoolBucks.com name, logo, button icons, child character, and all related logos, products and services described in the website are trademarks or registered trademarks of mySchoolBucks, LLC. mySB authorizes Customer to use these trademarks in its marketing to Parents only with prior written permission. The mySchoolBucks.com name and logo are trademarks or registered trademarks of mySB. All other trademarks that appear on the mySchoolBucks.com website that are not owned by mySB are the property of their respective owners.

11. CONFIDENTIALITY

It is understood that mySB and Customer will disclose confidential and proprietary information to each other in the course of implementing the Service. During the term of this Agreement and thereafter, mySB and Customer agree to take all steps reasonably necessary to hold in trust and confidence what either party knows or has reason to know is regarded as confidential ("Confidential Information").

- (a) Confidential Information shall be considered confidential/proprietary when clearly marked as such or when it relates to the disclosing either party's confidential data, technical and business plans, products, research and development, services, customers, processes and practices, pricing and costs, profit or margin information, finances, marketing and production plans.
- (b) mySB's and Customer's obligations with respect to Confidential Information also extend to any third party's proprietary or confidential information disclosed in the course of this Agreement. The parties hereto agree that any disclosures of third party Confidential Information made by one party to the other shall be made: (i) strictly within the bounds of the applicable non-disclosure agreement between the disclosing party and third party; (ii) only to the extent necessary for negotiations, discussions and consultations with the consent of the third party's authorized representatives; or (iii) for any purpose the disclosing party may hereafter authorize in writing.

12. LIMITATIONS ON USE

mySB and Customer will use the Confidential Information solely to perform the services hereunder. The parties hereto agree not to disclose the Confidential Information to any person except its employees, or consultants to whom it is necessary to disclose the Confidential Information for such use and who have agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement. No copies shall be made except by authorization of the disclosing party. The parties further agree to immediately give notice to the other of any unauthorized use or disclosure of the Confidential Information. Each party will assist the other in remedying any unauthorized use or disclosure of the Confidential Information. This obligation will not apply to the extent that:

- (a) the disclosed information at the time of disclosure is part of the public domain;
- (b) the disclosed information subsequently became part of the public domain, except by breach of the provisions of this or any other Agreement;
- (c) the disclosed information is received from a third party without similar restrictions and without breach of this or any other Agreement; or
- (d) the disclosed information is required to be disclosed by a government agency, or by a proper court of competent jurisdiction; provided, however, each party hereto will use its best efforts to minimize the disclosure of such information and will consult with and assist the other in obtaining a protective order prior to such disclosure upon request.

13. FORCE MAJEURE

mySB shall not be liable for failure to perform any obligation under this Agreement when such failure arises from causes beyond mySB's exclusive control, including but not limited to such causes as war, civil commotion, force majeure, acts of public enemy, sabotage, vandalism, accident, statute, ordinances, embargoes, governmental regulations, priorities or allocations, interruption or delay in transportation, inadequacy, shortage or failure of supply materials, equipment, fuel or electrical power, labor controversies (whether at mySB's office or elsewhere), shut-downs for repairs, natural phenomena, whether such causes exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government, or any state or local government, or any officer, department, agency, instrumentality or committee thereof.

14. LIMITED WARRANTY DISCLAIMED

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MYSCHOOLBUCKS, LLC, MAKES NO WARRANTY AND DISCLAIMS LIABILITY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM VIRUSES OR OTHER DEFECTS OR HARMFUL COMPONENTS, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICE. MYSB MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by law, mySB disclaims liability for any claim, loss, damage or expense of any kind or nature arising from or in any manner related to the provision of the Service to Customer, or to any Parents, including without limitation any liability caused directly or indirectly by:

22. CANCELLATION

In the event of any proceedings, voluntary, or involuntary, in bankruptcy or insolvency by or against the Customer, or in the event of the appointment, with or without the Customer consent, of any assignee for the benefit of creditors, or a receiver, Customer may elect to cancel any unfilled part of this Agreement.

23. TITLES AND HEADINGS

The paragraph headings contained in this Agreement are for convenience only and shall not be considered in interpreting this Agreement.

24. ATTORNEY'S FEES

If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which it may be entitled.

25. ENTIRE AGREEMENT

This Agreement and attached Exhibits hereto contains the entire Agreement of the parties and supersedes all prior Agreements expressed or implied written or with respect to the subject matter hereof.

ACCEPTED THIS: _____ day of _____, 2009

mySchoolBucks, LLC ("mySB")
 9700 Village Center Drive, Suite 50-L
 Granite Bay, CA 95746
 Telephone: 916-380-3267
 FAX: 866-596-6181

 AUTHORIZED SIGNATURE

Robert LeVine, President

 TYPED OR PRINTED NAME AND TITLE

Well Fargo Merchant Services Contract

In regards to Wells Fargo merchant services contract, the fee that apply to AUSD for our purposes are as follows:

The Food Services Department is considered one location.

Set up fee \$199.00 one time

Monthly service fee \$35.00 per month

Gateway fee \$40.00 per month

Total fixed monthly fees \$75.00 per month

Credit card processing fees

On each attempt \$0.20

Visa and Discover network card sales \$0.0925%

Mastercard sales \$0.0950%

Each subsequent department which utilized My School Bucks for online payments would be considered a separate location.

The merchant agreement is written to meet all credit card processing terms. This is a full disclosure requirement and is non-negotiable. The terms of the contract can not be amended as they are required disclosures from the credit interchange (Visa, Mastercard).

MERCHANT PROCESSING APPLICATION

Form# 037



Merchant # _____ File # 540123

Loc. 1 of 1

TELL US ABOUT YOUR BUSINESS/OWNER'S INFORMATION

Your DBA/Outlet Name: **ALBANY USD** Your Business Legal Name: **ALBANY UNIFIED SCHOOL DI**

DBA Address (No P.O. Box): Suite # City: State: Zip Code:
904 TALBOT AVE Albany CA 94706

Head Office Name: Contact Name: Contact Phone:
ALBANY UNIFIED SCHOOL DI CLELL HOFFMAN (510) 558-3751

Head Office Address: Suite # City: State: Zip Code:
904 TALBOT AVE Albany CA 94706

Owner/Partner/Officer Name: Title: % of Ownership: Home Phone: Social Security Number:
LAURIE HARDEN ADMINISTRATO (510) 558-3751

Home Address: City: State: Zip Code: Personal Guaranty:
904 TALBOT AVE Albany CA 94706 Yes No

Owner/Partner/Officer Name: Title: % of Ownership: Home Phone: Social Security Number:

Home Address: City: State: Zip Code: Personal Guaranty:
 Yes No

Owner/Partner/Officer Name: Title: % of Ownership: Home Phone: Social Security Number:

Home Address: City: State: Zip Code: Personal Guaranty:
 Yes No

Owner/Partner/Officer Name: Title: % of Ownership: Home Phone: Social Security Number:

Home Address: City: State: Zip Code: Personal Guaranty:
 Yes No

Sole Ownership Partnership Non-Profit Public Corp. Private Corp.

Mnth/Yr. Started: **01/70** #. of Employees: **20** State Incorpor: **CA**

Mag Swipe **0% + Keyed Manually 100% = 100%** POS Cardswipe/Imprint **0%+ Mail Order 0%+ Phone Order 0%**
+ Internet 100% + Tradeshows 0% + Rec.Trans 0% = 100%

Total Cash and Credit Sales: **\$100,000** Total Annual MC/Visa Volume: **\$60,000**

Average Ticket/Sales: **\$40** Total Relationship Annual MC/Visa Volume:

Product/Services You Sell: **CHILD NUTRITION PROGRAM**

Are customers required to leave a deposit? Yes No % of deposit required: **20%** Time Frame for Delivery: **1** Days

Merchant Type: **Government** Fed Tax ID: SSN

Business Checking Account Number: Transit Routing Number/ABA:

For Non Wells Fargo Accounts: **Union Bank, N.A.**

Attach a Copy of Funding Check on Separate Page or Provide Blank Letterhead/Logo with Typed ABA/DDA Signed by a Bank Officer

Lessor: First Data Merchant Services Corporation, by assignment from Wells Fargo Merchant Services, L.L.C.	Qty.	Terminal Description	Qty.	Printer Description	Qty.	PinPad Description
	0		0		0	
	0		0		0	
	0		0		0	
Total monthly lease:		\$0.00	w/o Tax	Lease Term:	0	Months

Entitlement Option: **This is a non-cancelable lease for the full term indicated.**

CVV2/CVC2 Prompted on Hand Key, AVS, Autosettle / TIC, Clientline, electronic Integrated Disputes System (eIDS)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Approve the Independent Contractor Agreement for Susan Mox to Provide Student Information System (SIS) Training and Reporting Services

PREPARED BY: Heather Carver, Director of Technology & Student Data System Manager

TYPE OF ITEM: Consent

BACKGROUND INFORMATION:

Approve one (1) Independent Contractor Agreement between Albany Unified School District and Susan Mox to provide Student Information System (SIS) training and reporting services at the rate of \$75.00 per hour. Cost not to exceed \$22,500.00.

Ms. Mox will provide SIS training and also maintain and submit reports for the California Longitudinal Pupil Achievement Data System (CALPADS), California Longitudinal Education Data Systems (CALTIDES), and California School Information Services (CSIS). The District is in the process of changing to another SIS and is currently on a SIS that is no longer supported by the manufacturer. Ms. Mox's services will be used until the new SIS is fully integrated in January, 2010.

FINANCIAL INFORMATION:

Funding Source: General Fund

RECOMMENDATION: Approve Independent Contractor Agreement at a cost not to exceed \$22,500.00.

**Albany Unified School District
Independent Contractor Agreement**

THIS AGREEMENT, made this 28th day of September 2009 between Susan Mox, an independent contractor ("Contractor") having a principal place of business at _____, _____ and the Albany Unified School District ("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

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

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

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

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$75.00 per hour not to exceed \$22,500. 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.

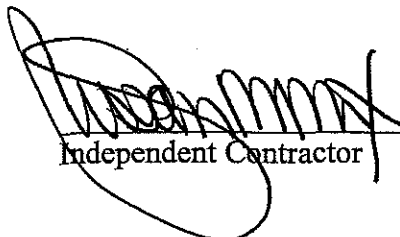
ALBANY UNIFIED SCHOOL DISTRICT

By: _____
District Superintendent

9-28-09

Date

Social Security or Federal I.D. #



Independent Contractor

Exhibit "A"

Description of Services

Description of Services:

Ms. Mox will provide hourly software support in the following areas:

SASI Support and Training for District Student Data Coordinator
Software Update for SASI for CALPADS Compliance
State Reporting (CALPADS)
State Testing Pre-ID
Data Corrections

Total Amount not to exceed 300 hours X \$75.00 per hour = \$22,500

Exhibit "A"

Exhibit "B"

INDEPENDENT CONTRACTOR
CERTIFICATION OF
EMPLOYEE CLEARANCE

Name of Company/Individuals: Susan Mox

Address: _____

Telephone: _____ Cell _____ / Office _____

Email: moxsusan@yahoo.com

Contact Person: Susan Mox

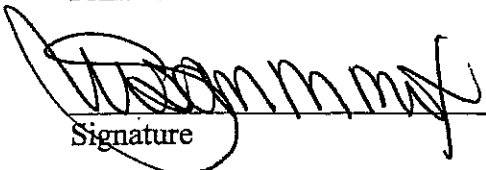
I certify that:

- 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.

Susan Mox
Print Name

Hourly Software Support
Title


Signature

9.28.09
Date

Exhibit "B"

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: NOTICE OF COMPLETION FOR THE ALBANY HIGH SCHOOL POOL DEMOLITION PROJECT

PREPARED BY: MARLA STEPHENSON, SUPERINTENDENT

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

The Albany High School Pool Demolition Project contract was awarded to RC Knapp, Inc. by the Board at its June 3, 2009 Board Meeting.

The contractor has met the requirements set forth in the construction documents and the work has been completed to the satisfaction of Marla Stephenson, Superintendent.

RECOMMENDATION: APPROVE THE NOTICE OF COMPLETION FOR THE ALBANY HIGH SCHOOL POOL DEMOLITION PROJECT.

NO FEE PER GOVERNMENT CODE 6103

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Albany Unified School District
904 Talbot Avenue
Albany, CA 94706

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the undersigned

ALBANY UNIFIED SCHOOL DISTRICT (owner), 904 Talbot Avenue, Albany, CA 94706, caused certain construction work to be performed within the County of Alameda, which work is generally described as follows:

Demolition of the Albany High School Pool

That the contract for the performance of such work was awarded to

RC Knapp, Inc.

that said work was completed and was accepted by the District on the 6th day of October, 2009 that said RC Knapp, Inc. was the contractor; and First Pacific Bonding was surety on the contractor's bonds.

This notice is given pursuant to Sections 3181, 3184, 3185, 3187, 3193 and 3196 of the Civil Code of the State of California.

DATED: October 6, 2009

Albany Unified School District

By: _____

Title: Marla Stephenson, Superintendent

STATE OF CALIFORNIA)
) ss.
County of Alameda)

Marla Stephenson, being first duly sworn, deposes and says: That she is the Superintendent of the Albany Unified School District and that she makes this verification on behalf of said Board; that she has read the foregoing Notice of Completion and knows the contents thereof; that the same is true of her own knowledge, except as to those matters therein stated on his information and belief, and as to those matters that he believes it to be true.

Subscribed and sworn to before me
this _____ day of _____, 2009.

Marla Stephenson, Superintendent

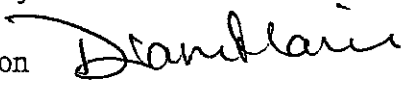
Notary Public in and for the County of
Alameda, State of California

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Approve Master Contract for Star Academy

PREPARED BY: Diane Marie, Director of Special Education



TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Approve one (1) Master Contract between Albany Unified School District and Star Academy for Basic Education for two (2) students at a rate of \$38,000.00 per student. Cost not to exceed \$76,000.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract at a cost not to exceed \$76,000.00.

2009-2010

CONTRACT NUMBER:

LEA: ALBANY UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Star Academy

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2009, between the Albany Unified School District (hereinafter referred to as "LEA") and Star Academy (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA pupils with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA pupil, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR pursuant to an Individualized Education Plan (hereinafter referred to as "IEP"), Individual Family Service Plan (hereinafter referred to as IFSP) or Rehabilitation Act Section 504 plan.

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

(ML)

~~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)			(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. <u>Basic Education Program/Special Education Instruction</u>	\$190.95	Per diem
Basic Education Program/Dual Enrollment*		

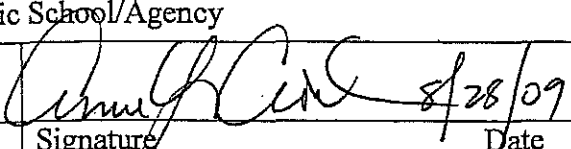
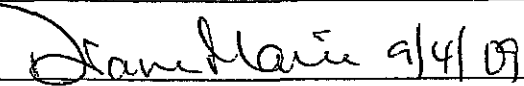
*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

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			

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

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:	 8/28/09	By:	 9/4/09
	Signature Anne Crowder, Head of School		Diane Marie, Director of Special Education
	Name and Title of Authorized School Representative		9/4/09 Date
Notices to CONTRACTOR shall be addressed to: Name: Anne Crowder, Head of School		Notices to LEA shall be addressed to: Name: Diane Marie, Director of Special Education	
Star Academy		Albany Unified School District	
Address: 4470 Redwood Highway		Address: 601 San Gabriel Avenue	
City: San Rafael State: CA Zip: 94903		City: Albany State: CA Zip: 94706	
Phone: 415-456-8727		Phone: 510-559-6536	
Fax: 415-456-2092		Fax: 510-559-6543	
Email anne.crowder@staracademy.org		Email: diane.marie@albany.k12.ca.us	
Website: www.staracademy.org		Website	

CONFIDENTIAL INFORMATION

CONTRACT TERMS:

1. The 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 12 and/or the therapist/pupil ratio will not exceed 1:5.
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 199 × Per Diem \$ 190.95 = Total Basic Education Costs (A) \$ 38,000.00
 (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/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.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ _____
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 38,000.00
 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)

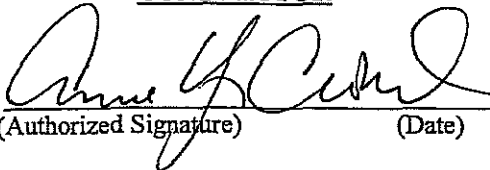
All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The Contractor will implement the Individualized Education 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 July 1, 2009 and terminates at 5:00 p.m. on June 30, 2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-


(Authorized Signature) (Date) 8/28/09

(Authorized Signature) (Date)

Anne Crowder, Head of School

Laurie Harden, Asst. Supt., Business Services

(Type or Print Name) (Date)

(Type or Print Name) (Date)

Star Academy

Albany Unified School District

(Name of NPS/NPA)

(Name of District, SELPA, County Office)

4470 Redwood Highway

904 Talbot Avenue

(Mailing Address)

(Mailing Address)

San Rafael, CA 94903

Albany, CA 94706

(City/State/Zip Code)

(City/State/Zip Code)

CONFIDENTIAL INFORMATION

CONTRACT TERMS:

1. The 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 12 and/or the therapist/pupil ratio will not exceed 1:5.
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 199 × Per Diem \$ 190.95 = Total Basic Education Costs (A) \$ 38,000.00
 (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/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.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ _____
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 38,000.00
 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 July 1, 2009 and terminates at 5:00 p.m. on June 30, 2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

 8/28/09
(Authorized Signature) (Date)

(Authorized Signature) (Date)

Anne Crowder, Head of School

Laurie Harden, Asst. Supt., Business Services

(Type or Print Name) (Date)

(Type or Print Name) (Date)

Star Academy

Albany Unified School District

(Name of NPS/NPA)

(Name of District, SELPA, County Office)

4470 Redwood Highway

904 Talbot Avenue

(Mailing Address)

(Mailing Address)

San Rafael, CA 94903

Albany, CA 94706

(City/State/Zip Code)

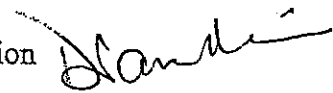
(City/State/Zip Code)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Approve Master Contract for Quality Behavioral Outcomes (QBO)

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 Quality Behavioral Outcome (QBO) for BID services for two (2) students and General Consult/Staff Development at the rate of \$110.00 per hour. Cost not to exceed \$15,180.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract at a cost not to exceed \$15,180.00.

2009-2010CONTRACT NUMBER:
_____LEA: ALBANY UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Quality Behavioral Outcomes (QBO)

**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 _____ (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)	<u>030</u>			(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 200

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. <u>Basic Education Program/Special Education Instruction</u>		
Basic Education Program/Dual Enrollment*		

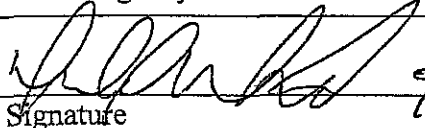
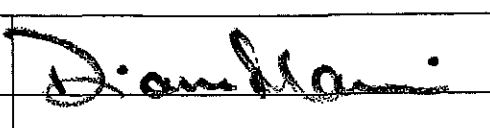
*Per Diem rates for LEA pupils whose IEP/IFSPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic rate shall be based on the percentage of a 240-minute instructional day.

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			

	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	40.00	HOJG	
	b. Behavior Intervention – BID	110.00	HOJG	
	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	
<i>Quality Behavioral Outcomes</i>			
Nonpublic School/Agency			
By:	 Signature	By:	 Diane Marie, Director of Special Education
	9/28/09 Date		
	<i>Donald A. Wachelka, Executive Director</i> Name and Title of Authorized Representative		9/29/09 Date
Notices to CONTRACTOR shall be addressed to: Name <i>Donald Wachelka</i>		Notices to LEA shall be addressed to: Name: Diane Marie, Director of Special Education	
<i>Quality Behavioral Outcomes</i>			
Nonpublic School/Agency Service Provider		Albany Unified School District	
<i>5729 Sonoma Dr. Suite F</i>		Address: 601 San Gabriel Avenue	
Address			
<i>Pleasanton CA 94566</i>			
City	State	Zip	
			City: Albany State: CA Zip: 94706
Phone	<i>925-484-9990</i>		
Phone	510-559-6536		
Fax	<i>925-484-9992</i>		
Fax	510-559-6543		
Email	<i>dwachelka@qbooutcomes.com</i>		
Email	diane.marie@albany.k12.ca.us		
Website	<i>www.qbooutcomes.com</i>		
Website			

CONFIDENTIAL INFORMATION

CONTRACT TERMS:

1. The 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.										
6. BID		X		90 min / wk			110.00		44	7,040.00
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 7,040.00
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 7,040.00
 MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 7,040.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

P68

(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 7/1/2009 and terminates at 5:00 p.m. on 6/30/2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

[Signature] 9/28/09
(Authorized Signature) (Date)

(Authorized Signature) (Date)

Donald A. Washburn 9/28/09
(Type or Print Name) (Date)

Laurie Harden, Asst. Supt., Business Services

(Type or Print Name) (Date)

Quality Behavioral Outcomes
(Name of NPS/NPA)

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

5729 Sonoma Dr Suite F
(Mailing Address)

904 Talbot Avenue
(Mailing Address)

Pleasanton, CA 94566
(City/State/Zip Code)

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

CONFIDENTIAL INFORMATION

CONTRACT TERMS:

1. The 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.										
6. BiD		X		60min/wk			110.00		44	4840.00
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 4840.00
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 4840.00
 MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ 4840.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

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

P70

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

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

[Signature] 9/28/09
(Authorized Signature) (Date) (Authorized Signature) (Date)

Donald A. Wachelka 7/28/09 Laurie Harden, Asst. Supt., Business Services
(Type or Print Name) (Date) (Type or Print Name) (Date)

Quality Behavioral Outcomes Albany Unified School District
(Name of NPS/NPA) (Name of District, SELPA, County Office)

5729 Sonoma Dr Suite F 904 Talbot Avenue
(Mailing Address) (Mailing Address)

Pleasanton, CA 94566 Albany, CA 94706
(City/State/Zip Code) (City/State/Zip Code)

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

(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: Quality Behavioral Outcomes
 PUPIL NAME: General Consent/Staff Development SEX: M F
 (Last) (First) (Middle)
Not student specific
 PUPIL I.D./S.S. #: _____ BIRTHDATE: _____ GRADE: _____
 RESIDENTIAL SETTING: HOME FOSTER LCI PHONE # _____
 PARENT/GUARDIAN: _____ PHONE: () ()
 (Residence) (Business)
 PUPIL'S ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 NON EDUCATIONAL PLACING AGENCY: (if applicable) _____

CONTRACT TERMS:

1. The 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.										
6. B ID				30 hrs/yr			110 ⁰⁰			3300.00
7.										

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

\$ 3300.00
 \$ 3300.00
 \$ 3300.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

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

PUPIL NAME: General Behavioral Services / Not Student Specific

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

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

[Signature] 9/28/09
(Authorized Signature) (Date) (Authorized Signature) (Date)

Donald A. Wachelka 7/28/09
(Type or Print Name) (Date) Laurie Harden, Asst. Supt., Business Services
(Type or Print Name) (Date)

Quality Behavioral Outcomes
(Name of NPS/NPA) Albany Unified School District
(Name of District, SELPA, County Office)

5729 Sonoma Dr Suite F
(Mailing Address) 904 Talbot Avenue
(Mailing Address)

Pleasanton, CA 94566
(City/State/Zip Code) Albany, CA 94706
(City/State/Zip Code)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Approve Increase to Purchase Order for Beyond the Classroom

PREPARED BY: Diane Marie, Director of Special Education



TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Approve increase to Purchase Order #P10-00092 for Assessments of Deaf and Hard of Hearing Students. Services not to exceed twenty four (24) hours at a rate of \$84.00/hour. Cost not to exceed \$2,016.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve increase to Purchase Order #P10-00092 for an amount not to exceed \$2,016.00.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

SEP 18 2009

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

NAME OF LOCAL EDUCATION AGENCY: ALBANY UNIFIED SCHOOL DISTRICT **Special Education Office**
Albany Unified School District

NAME OF NONPUBLIC SCHOOL/AGENCY: Beyond the Classroom

PUPIL NAME: Assessments of D/HH Students SEX: () M () F
(Last) (First) (Middle)

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

RESIDENTIAL SETTING: () 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: CH Credential; Licensed Audiologist _____ (Generic description, i.e., LH credential).
2. The class size for the pupil will not exceed 1:1 and/or the therapist/pupil ratio will not exceed n/a.
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 _____ x 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.										
6. D/HH Services		x		<u>24 hours Per year.</u>			<u>84-</u>			<u>2016-</u>
7. Audiology		x								

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 2016-
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ _____
MAXIMUM PER DIEM FOR BASIC EDUCATION AND RELATED SERVICES \$ _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Approve Master Contract for Deborah Burns McCloskey

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 Deborah Burns McCloskey for Speech and Language Services for two (2) students at the rate of \$81.00. Cost not to exceed \$6,084.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract at a cost not to exceed \$6,084.00

2009-2010

CONTRACT NUMBER:

RECEIVED
601 SERRANO Ave.
San Bruno, CA 94066

LEA: ALBANY UNIFIED SCHOOL DISTRICT

SEP 27 2009

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Special Education Office
Albany Unified School District
Albany Unified School District

Deborah Burns-McCloskey, MA CCC SP

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 Deborah Burns-McCloskey, MA CCC SP (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)			(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	81.00	per	
	b. Language and Speech Therapy – Group of 2	81.00	per	
	c. Language and Speech Therapy – Group of 3			
	d. Language and Speech Therapy – Per diem			
	e. Language and Speech - Consultation Rate	81.00	per	
(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			
	b. Occupational Therapy – Group of 2			
	c. Occupational Therapy – Group of 3			
	d. Occupational Therapy – Group of 4 - 7			
	e. Occupational Therapy - Consultation Rate			
(9)	Physical Therapy			
(10)	a. Behavior Intervention – BII			
	b. Behavior Intervention – BID			
	Provided by:			
(11)	Nursing Services			
(12)	Other: Psychological Services other than Assessment and IEP			
(13)	Home or Hospital Instruction			
(14)	Other (AT services)	81.00	per	
		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, Deborah Burns-McCloskey, MA CCC SP		ALBANY UNIFIED SCHOOL DISTRICT	
Nonpublic School/Agency			
By:	<i>Deborah Burns-McCloskey</i> 9/3/09	By:	<i>Diane Marie</i>
	Signature Date		Diane Marie, Director of Special Education
	Deborah Burns-McCloskey 9/3/09		
	Name and Title of Authorized Representative		9-21-09
	Deborah Burns-McCloskey, MA CCC SP Speech and Language Pathologist	By:	Date
Notices to CONTRACTOR shall be addressed to: Name Deborah Burns-McCloskey, MA CCC SP		Notices to LEA shall be addressed to: Name: Diane Marie, Director of Special Education	
Nonpublic School/Agency Service Provider 2550 Ninth Street Suite 115		Albany Unified School District	
Address Berkeley Ca 94710		Address: 601 San Gabriel Avenue	
City	State Zip	City: Albany	State: CA Zip: 94706
Phone 510 704 9360		Phone: 510-559-6536	

CONFIDENTIAL INFORMATION

NON EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license: California License in Speech Pathology (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 1:2.
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 HR/PER WEEK/OR SESSION	COST PER SESSION				# OF WKS	ANNUAL MAX TOTAL COST FOR CONTRACT PERIOD
	LEA	NPS/A	OTHER		DLY	WKLY	HR/	GROUP		
1. O.T.										
2. Lang/Spch	x			2 30 minute sessions a wk		81.00			42	3042.00
3. Transport.										
4. Counseling										
5. P.T.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 3042.00
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 3042.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

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

PUPIL NAME: _____ (Last) (First) (Middle)

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

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

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on 7/1/09 and terminates at 5:00 p.m. on 6/30/16 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

Deborah Burns-McCloskey 7/1/09 (Authorized Signature) (Date) Laurie Harden, Asst. Supt., Business Services (Authorized Signature) (Date)

Deborah Burns-McCloskey 7/1/09 (Type or Print Name) (Date) Laurie Harden, Asst. Supt., Business Services (Type or Print Name) (Date)

Deborah Burns-McCloskey MA CCG SP (Name of NPS/NPA) Albany Unified School District (Name of District, SELPA, County Office)

2550 Ninth Street Suite 115 (Mailing Address) 904 Talbot Avenue (Mailing Address)

Berkeley Ca 94710 (City/State/Zip Code) Albany, CA 94706 (City/State/Zip Code)

CONFIDENTIAL INFORMATION

NON EDUCATIONAL PLACING AGENCY: (If applicable) _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/ license: California License in Speech Pathology (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 1:2.
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 _____ x 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			2 30 minute sessions a wk		81.00			42	3042.00
3. Transport.										
4. Counseling										
5. P.T.										
6.										
7.										

MAXIMUM TOTAL RELATED SERVICES COST (B) \$ 3042.00
 MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COST (A+B) \$ 3042.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

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

PUPIL NAME: (Last) (First) (Middle)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School/Agency Service (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference.

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 7/1/09 and terminates at 5:00 p.m. on 6/30/2010 unless sooner terminated as provided herein.

-CONTRACTOR-

-LOCAL EDUCATIONAL AGENCY-

Deborah Burns-McCloskey 7/1/09 (Authorized Signature) (Date) Laurie Harden, Asst. Supt., Business Services (Authorized Signature) (Date)

Deborah Burns-McCloskey 7/1/09 (Type or Print Name) (Date) Laurie Harden, Asst. Supt., Business Services (Type or Print Name) (Date)

Deborah Burns-McCloskey MA CCC SP (Name of NPS/NPA) Albany Unified School District (Name of District, SELPA, County Office)

2550 Ninth Street Suite 115 (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 of Education
RESOLUTION 2009-10-05
Sufficiency or Insufficiency of
Instructional Materials**

WHEREAS, the Governing Board of the Albany Unified School District, in order to comply with the requirements of Education Code Section 60119 held a public hearing on October 6, 2009 at 8:00 p.m. and which did not take place during or immediately following school hours, and:

WHEREAS, the governing board provided notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining units leaders in public hearing, and;

For a Finding of Sufficient Instructional Materials:

WHEREAS, information provided at the public hearing and the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional material, or both, to use in class and to take home to complete required homework assignments, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, in mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, consistent with the cycles and content of the curriculum frameworks, and;

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

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

THEREFORE, it is resolved that for the 2009-10 school year, the Albany Unified School District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

AYES:

NAYES:

ABSTAIN:

ABSENT:

David Glasser, President

Dated

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Global Tides Inc. Charter School Petition
PREPARED BY: Marla Stephenson, Superintendent
TYPE OF ITEM: Hold Public Hearing

BACKGROUND INFORMATION:

Hold Public Hearing on Global Tides Inc. Charter School Petition in accordance with Education Code 47605(b).

The role of the Board is to hold this public hearing in accordance with the Education Code on the provisions of the charter, and to consider the level of support for the petition by teachers employed by the district, other employees of the district and parents.

FINANCIAL INFORMATION:

No fiscal impact.

RECOMMENDATION: Hold Public Hearing

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Conduct the 1st Reading, Waive 2nd Reading and Adopt Board Policy Section 5000 – Students (Under Separate Cover)

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Action

BACKGROUND INFORMATION:

Pursuant to Governing Board Bylaws, staff members shall regularly review Governing Board policies, administrative regulations, and exhibits to compare them against the latest sample materials from California School Boards Association (CSBA). After comparison, appropriate updates and revisions are presented for Governing Board consideration for appropriate action as recommended by staff.

RECOMMENDATION: Conduct first reading and waive second reading and adopt Board Policy Section 5000 Students

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Conduct Second Reading and Adopt Board Policy
Section 4000 – Personnel (Under Separate Cover)

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Action

BACKGROUND INFORMATION:

Pursuant to Governing Board Bylaws, staff members shall regularly review Governing Board policies, administrative regulations, and exhibits to compare them against the latest sample materials from California School Boards Association (CSBA). After comparison, appropriate updates and revisions are presented for Governing Board consideration for appropriate action as recommended by staff.

Proposed updates and/or 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.

**RECOMMENDATION: Conduct second reading and adopt Board Policy Section 4000
Personnel**

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: ADDITION OF SUSTAINABLE DESIGN FEATURES AND APPROVAL TO PROCEED WITH CONSTRUCTION DOCUMENTS FOR THE ALBANY HIGH SCHOOL POOL PROJECT

PREPARED BY: MARLA STEPHENSON, SUPERINTENDENT

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

In March 2009, the Superintendent formed the Albany High School Pool Sustainability Design Committee. The purpose of this committee was to make recommendations to the Superintendent regarding the inclusion of sustainable design features for the pool projects.

The Sustainability Committee provided its report to the Superintendent and the committee presented their recommendations to the Board in June, 2009. The Committee's specific recommendations were forwarded to LPA Architects for their review regarding the practical application and estimated cost impact of the recommendations. LPA's response to the Committee's recommendations was discussed at a joint Pool Design Committee and Sustainability Committee meeting on July 29, 2009.

Based on coordinated recommendation of the two committees and LPA Architects, the Superintendent has directed the design team to include the following features into the new pool design:

1. Operable windows at indoor pool to provide passive air circulation and exchange
Approximate Cost: \$12,000
2. Provide operable pool cover at indoor pool to reduce heat and chemical loss.
Approximate Cost : \$30,000 over manual cover
3. Provide supplemental ultra-violet water treatment to reduce chloramines
Approximate Cost: \$50,000
4. Provide solar water heating to reduce energy costs
Approximate Cost: \$400,000
5. Provide space for additional cogeneration unit
Approximate Cost: \$5,000

In addition to the sustainable features that will be included in the project, a bid alternate for heated floors in the changing rooms will be included and space for a second cogeneration unit will be provided. The District is pursuing the installation of a photovoltaic system as a separate project.

BUDGET

The additional construction cost for the sustainable features is estimated to be \$497,000.

To accommodate the increased cost of the project as a result of the sustainable design features, the Superintendent is requesting \$700,000, in additional project funding. Funding above the \$497,000 estimated construction cost increase is necessary to provide for corresponding budget increases in contingency and soft costs. The source of the funding is the District's restricted building fund. The fund would be reimbursed when the District receives funding from the State School Building Program. The Pool Project is eligible to receive up to \$3.1 million from the State based on 2009 eligibility formulas.

The total Pool Project Budget would increase from \$10,000,000 to \$10,700,000.

SCHEDULE

Upon Board approval of this item at the October 6, 2009 meeting, it is anticipated construction documents will be submitted to Division of the State Architect (DSA) in November 2009. The plans should be approved by DSA in April or May 2010. Based on timely approval by DSA, the project will begin construction in June 2010 and be complete in May 2011.

RECOMMENDATION: APPROVE THE POOL PROJECT TO INCLUDE THE SUSTAINABLE FEATURES, AUTHORIZE THE INCREASE OF THE PROJECT BUDGET BY \$700,000 AND AUTHORIZE THE COMPLETION OF THE CONSTRUCTION DOCUMENTS.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: APPROVE THE ELIMINATION OF THE IDENTITY, HEALTH, AND SOCIETY (IHS) COURSE AS A GRADUATION REQUIREMENT EFFECTIVE WITH THE CLASS OF 2010

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction

TYPE OF ITEM: *Review and Action*

BACKGROUND INFORMATION:

The Albany Unified School District Board of Education adopted the current graduation requirements in April 2006. The Board was responding to a difficult period at AHS where the high school experienced one suicide, and unprecedented amount of student suspensions and arrests for intoxication at school and at school activities and after-hours unsupervised parties resulting in a former AHS students' death. The year long course was designed to educate students in the areas of identity exploration and community building; sexuality; physical health; alcohol; tobacco and drugs; mental health; nutrition; violence and conflict resolution; internet safety and multicultural studies.

In order to graduate from Albany High School, a student must earn 220 credits and pass the California High School Exit Exam (CAHSEE). According to current Board Policy, 10 of the 220 credits must be earned by passing one year of the Identity, Health, and Society (IHS) course in 9th grade. This requirement takes effect with the Class of 2010. Currently in the Class of 2010, Albany High School has approximately 64 seniors who need to take and pass the course in order to graduate this year. Ten students have failed the course and 54 students transferred to AHS after their freshman year.

Since the September 15th Board of Education meeting, staff has determined that the IHS requirement was approved in April of 2006 by the Board of Education as an Albany High School graduation requirement. In follow-up discussions between former Board members and staff, information emerged that indicated the IHS course was meant to be a 9th grade course requirement only.

The state sets minimum graduation requirements. Local school districts have the authority and responsibility for establishing any requirements for awarding a California high school diploma from their secondary schools. These must include the set of 13 required courses under California *Education Code*. Health courses are not part of the required minimum. The following table compares the State requirements with Albany High School's Website information and current AUSD Board Policy Graduation Requirements.

High School Subject Area	State Mandated Requirements *(EC 51225.3) for High School Graduation	Albany High School Graduation Requirements from School Website, Student Handbook, etc.	Albany High School Graduation Requirements from Current Board Policy BP 6146
English	Three Years	Four Years 40 credits One (1) year 9th grade English 1 or ELD □ One (1) year 10th grade English 2 or ELD □ One (1) year 11th grade English 3, Eng. 3 Honors or ELD □ One (1) year 12th grade English electives or ELD	Four Years 40 credits One (1) year 9th grade English 1 or ELD □ One (1) year 10th grade English 2 or ELD □ One (1) year 11th grade English 3, Eng. 3 Honors or ELD □ One (1) year 12th grade English electives or ELD
Mathematics	Two years, including Algebra I beginning in 2003-04. (EC 51224.5)	Two Years 20 Credits Algebra I One additional math course	Two Years 20 Credits Algebra I One additional math course
Social Science	Three years of history/social science, including one year of U.S. history & geography; one year of world history, culture, and geography; and one semester each of American government and economics.	Three Years 30 Credits World History US History US Government Economics	Three Years 30 Credits World History US History US Government Economics
Science	Two years, including biological and physical sciences.	Two Years 20 Credits Life Science Physical Science	Two Years 20 Credits Life Science Physical Science
Health	No State Requirement	School site records do not indicate IHS as a graduation requirement	IHS 10 Credits

Foreign Language	One year of either visual and performing arts or foreign language.	Fine Arts 10 Credits Any art, music, or drama combination	Fine Arts 10 Credits Any art, music, or drama combination
Visual and Performing Arts		Applied Arts 10 Credits Any technology based course	Applied Arts 10 Credits Any technology based course
Physical Education	Two years	Two years 20 Credits 9 th Grade 10 Grade	Two years 20 Credits 9 th Grade 10 Grade
Electives	TBA by LEA	Electives 70 Credits	Electives 60
Total	Total Credits set by LEA	220 Credits	220 Credits

Staff will review the IHS class curriculum to determine its effectiveness in meeting the original Board of Education objectives and provide a full report in March 2010.

Fiscal Impact – No fiscal impact

RECOMMENDATION:

- **APPROVE THE ELIMINATION OF THE IDENTITY, HEALTH, AND SOCIETY (IHS) COURSE AS A GRADUATION REQUIREMENT EFFECTIVE WITH THE CLASS OF 2010**

**DISTRICT
ADMINISTRATION**

Marla Stephenson
Superintendent

Laurie Harden
Assistant Superintendent



ALBANY UNIFIED SCHOOL DISTRICT

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

**BOARD OF
EDUCATION**

David Glasser
President
Ronald Rosenbaum
Vice President
Miriam Walden
Dr. Patricia Low
Paul Black

October 1, 2009

Amber Curl, Associate Planner
City of Albany
Community Development Dept.
979 San Pablo Avenue, 2nd Floor
Albany, CA 94706

Re: University Village At San Pablo Avenue
Project Environmental Review

Dear Ms. Curl,

Albany Unified School District has conducted a review of the University Village at San Pablo Avenue Project Draft EIR to determine if there are environmentally related concerns about the implementation of the development as it may specifically affect the Ocean View Elementary School. In reviewing the DEIR documentation, three topics of potential concern were examined. They include traffic, circulation and parking, air quality, and noise. Of the three topics, traffic and circulation and parking needs to be further considered.

Jackson Street Traffic Impacts

Because of the existing and future traffic impacts found along San Pablo Avenue in the project study area (and the proximity of the existing Ocean View Elementary School on the southwest corner of Jackson Street/Buchanan Street, and the existing residential areas of University Village, the DEIR does not discuss nor report the potentially significant traffic impacts that may occur along Jackson Street and 8th Street, between Buchanan Street and Gilman Street, as a result of existing cut-through traffic from San Pablo Avenue, and the potential for future cut-through traffic from the proposed project.

According to the project trip distribution in the DEIR, approximately 22 percent of project traffic would originate north of the project site and use I-80, I-580, and Jackson Street to access the project site; while approximately 14 percent would originate from the south and use I-80 to access the site. The traffic analysis assumes that approximately 19 percent (of the 22 percent) of the project traffic from the north would travel on Buchanan Street to San Pablo Avenue to access the site via the San Pablo Avenue/Marin Avenue intersection. Approximately three percent of that traffic would use Jackson Street to access the project site. From the south, all 14 percent of project traffic would use Gilman Street to San Pablo Avenue to access the site via the San Pablo Avenue/Gilman Avenue intersection. Therefore, a nominal amount of project traffic from the north (i.e., three percent of the 36 percent originating from the freeways and Jackson Street-north) was assumed to use Jackson Street to access the project site, and no project traffic from the south was assumed to use 8th Street (to Jackson Street) from Gilman Street to access the project site.

According to the intersection level of service (LOS) results reported in the DEIR, both intersections of San Pablo Avenue/Marin Avenue and San Pablo Avenue/Gilman Street currently operate, and are forecast to operate, with unsatisfactory LOS (LOS E or F) in one or more peak hours (weekday a.m. and p.m. and Saturday peak hour) in all three analysis scenarios: existing, year 2015, and year 2035. Furthermore, the DEIR indicated that the project impacts to these intersections are significant and unavoidable since no feasible mitigation measures can be implemented. Even the CMP roadway segment analysis found San Pablo Avenue, between Marin Avenue and Gilman Avenue to operate with LOS F conditions in one or more peak hours in all three analysis scenarios.

Because of the LOS F conditions determined at the intersections of San Pablo Avenue/Marin Avenue and San Pablo Avenue/Gilman Street, as well as the LOS F roadway conditions determined along San Pablo Avenue between Marin Avenue and Gilman Street (along the project's frontage), the DEIR fails to discuss the high potential of cut through traffic that would be created by the project along Jackson Avenue and 8th Street due to the congested operations on San Pablo Avenue. The DEIR reported satisfactory LOS (LOS D or better) at Jackson Street/Buchanan Street, Jackson Street/Monroe Street, and 8th Street/Gilman Street. In addition, the DEIR indicated that improvements to Jackson Street/Buchanan Street would include protected left turn phasing on Buchanan Street with dedicated left turn lanes on Jackson Street. With better LOS and operations at those intersections, project traffic as well as background traffic would likely use Jackson Street and 8th Street as an alternative, or cut-through, street from San Pablo Avenue. This increase in traffic would have potential impacts to the residential neighborhood of University Village and the student pedestrians/bicyclists at the Ocean View Elementary School.

In addition, there is a shortfall of parking spaces for the development (using City guidelines, which do not include possible reduction from use of public transit). This condition could potentially lead to a potential effect upon parking spaces in the area around the school, particularly from additional cut-through traffic or others that may be looking for parking should a shortfall occur.

At a minimum, the DEIR should discuss and analyze the potential of cut-through traffic on Jackson Street and 8th Street as a result of unsatisfactory intersection, roadway segment, and left turn lane queuing operations on San Pablo Avenue between Marin Avenue and Gilman Street. It is anticipated that some type(s) of traffic calming and/or diverting devices; making Jackson one way or blocking Jackson at the University Village boarder may be warranted along Jackson Street and 8th Street to prevent cut-through traffic from significantly impacting the existing residential uses and the Ocean View Elementary School along Jackson Street.

Sincerely,

David Glasser
President, Board of Education
Albany Unified School District

Marla Stephenson
Superintendent
Albany Unified School District

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: Comparability Study of Athletic Director Position
PREPARED BY: Marla Stephenson, Superintendent
TYPE OF ITEM: Review

BACKGROUND INFORMATION:

Per Board request, staff has compiled the attached information regarding Full Time Equivalency and stipends for Athletic Director and related clerical support in other districts. Staff used as a baseline the BSAL league schools.

RECOMMENDATION: Review Comparability Study

Athletic Director (AD) Comparability Study

District/School	Stipend	Release Period(s)	Clerical Support
Acalanes Unified Union High School District	\$5,000/yr	.20	No
Albany Unified School District	\$2951.75/yr	.20	5 hrs/wk
Dublin Unified School District	\$4,000/yr - HS	.20	No
Livermore Valley Joint School District	9.5% of Teacher Salary	.20	no
St. Joe's School	n/a	1.0	Yes -- 40% for the Athletic Office
Holy Names School	n/a	1.0	No
St. Mary's School	n/a	.80	Additional supervision support -- No Secretary
Encinal School	n/a	.20	No except for other office staff, administrators and coaches
John Swett High School	\$2,000/yr	.20	No
Piedmont	n/a	.40	No
St. Patrick's High School	n/a	.40	No

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 6, 2009

ITEM: 1st READING OF BOARD POLICIES
UPDATE/REVISION SECTION 0000 –
PHILOSOPHY-GOALS-OBJECTIVES, AND
COMPREHENSIVE PLANS

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Review and Discussion

BACKGROUND INFORMATION:

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

The Board shall review the newly adopted policies on Personnel and suggest any revisions that are presented for a first and second reading prior to adoption. Board-requested changes or revisions will be made prior to the second reading at the next scheduled regular board meeting. Policies will be presented for 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 her designee to further refine the documents as necessary and return them for a second reading at the October 20, 2009 meeting at which time the Governing Board will vote to adopt, approve or delete them as recommended.

Philosophy-Goals-Objectives and Comprehensive Plans

BP 0100(a)

PHILOSOPHY

As part of its responsibility to establish a guiding vision for the district, the Board of Education shall develop and regularly review a set of fundamental principles which describes the district's beliefs, values or tenets. The Board and district staff shall incorporate this philosophy in all district programs and activities.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 9000 - Role of the Board)

Note: Districts are encouraged to replace or supplement the philosophical statements below with those that reflect their own locally developed philosophical statements.

It is the philosophy of the district that:

1. All students can learn and succeed.
2. Every student in the district, regardless of gender, special needs, or social, ethnic, language or economic background has a right to a high-quality education that challenges the student to achieve to his/her fullest potential.
3. A safe, nurturing environment is necessary for learning.
4. Parents/guardians have a right and obligation to participate in their child's schooling.
5. Students and staff respond positively to high expectation and recognition for their accomplishments.
6. Continuous school improvement is necessary to meet the needs of students in a changing economy and society.
7. The diversity of the student population and staff enriches the learning experience for all students.
8. As a democratically elected body, the Board of Education is responsible to the community at large, in whom lies the ultimate authority and responsibility for education in the district.
 - a. The Board sets policy for the district in close consultation with the Superintendent.
 - b. The Board supervises and supports the Superintendent's administration of the district, with the aim of enhancing the ability of the Superintendent to do his or her job effectively and efficiently.

BP 0100(b)

PHILOSOPHY (continued)

9. A highly skilled and dedicated staff has a direct and powerful influence on students' lives and learning.
 - a. The Superintendent and other district administrative staff set policies and regulations consistent with the policies set by the Board, with the aim of enhancing the ability of site administrators to do their jobs effectively and efficiently.
 - b. The site administrators set regulations and policies for their sites consistent with guidance from the district, with the aim of enhancing the certificated staff's ability to carry out their duties effectively and efficiently.
 - c. The teachers and other certificated staff are the experts on curriculum and teaching methods and, with guidance and support from site administrators, are responsible for helping students achieve to their highest potential.
 - d. The classified staff provide essential support to certificated and administrative staff, making it possible for teachers and administrators to do their jobs effectively and efficiently.
10. A high level of communication, trust, respect, and teamwork among Board members and the Superintendent contributes to effective decision making.
11. A high level of communication, trust, respect, and teamwork among districts and site administrators contributes to effective decision making and efficient administration of sites.
12. A high level of communication, trust, respect, and teamwork among site administrators and other site staff contributes to the success of the educational program at the site.
13. The community provides an essential resource to the educational program and their participation in advisory and decision-making bodies at the site and district levels is necessary to the continual improvement of the schools.
14. The certificated staff possess skills, knowledge, and institutional memory essential to the effective functioning of advisory and decision-making bodies; their full participation in such bodies is needed to ensure the best possible educational experience for students.
15. The classified staff is an essential stakeholder in district activities and their participation in advisory and decision-making bodies is valued and appreciated.
16. Effective communication with all stakeholders helps build support for the schools.

BP 0100(c)

PHILOSOPHY (continued)

17. Accountability for the district's programs and operations is shared by the entire educational community, with the ultimate accountability resting with the Board as the basic embodiment of representative government.

Legal Reference:

EDUCATION CODE

51002 *Local development of programs based on stated philosophy and goals*

51019 *Definition of philosophy*

Management Resources::

CSBA PUBLICATIONS

Maximizing School Board Leadership: Vision, 1996