

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

REGULAR MEETING

Albany Community Center

1249 Marin Avenue

Albany, CA 94706

TUESDAY

January 5, 2010

A G E N D A

I. OPENING BUSINESS

6:30 p.m.

A) Call to Order

B) Roll Call

C) Identify Closed Session Pursuant to Agenda Section III Below

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.

III. CLOSED SESSION

6:35 p.m.

A) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 35146: Student Personnel Matters

B) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 54956.8: Real Estate Negotiations – 1051 Monroe Street, Albany, CA 94706

C) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54954.4: Anticipated Litigation

D) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 54956.9: John Doe vs. Albany Unified School District – Litigation

E) With respect to every item of business to be discussed in Closed Session pursuant to: Government Code Section 54957: Public Employee Appointment

Certificated

1. Corrections – none

2. Extra Assignment

a. Boys' Basketball – 6th Grade

b. Teacher Hourly/Student Leadership

c. Teacher Hourly/DJ Club

- 3. Leave
 - a. Teacher
- 4. New Hire
 - a. After School Intervention Instructor
 - b. Teacher
- 5. Resignation
 - a. ELD Teacher
- 6. Status Change – none
- 7. Termination – none

Classified

- 1. Corrections – none
- 2. Extra Assignment – none
- 3. Leave – none
- 4. New Hire
 - a. After School Intervention Instructor
 - b. Attendance Clerk
 - c. Substitute Special Education Para-Educator
 - d. Substitute Café Assistant
 - e. Substitute Clerical
 - f. Substitute Custodian
- 5. Resignation
 - a. Yard Aide
- 6. Status Change
 - a. Clerical Aide
 - b. Para-Educator
 - c. Special Education Para-Educator
- 7. Termination – none

- F) 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) December 1, 2009

2. **Personnel Assignment Order**

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

1. Corrections – none
2. Extra Assignment
 - a. Boys' Basketball – 6th Grade
 - b. Teacher Hourly/Student Leadership
 - c. Teacher Hourly/DJ Club
3. Leave
 - a. Teacher
4. New Hire
 - a. After School Intervention Instructor
 - b. Teacher
5. Resignation
 - a. ELD Teacher
6. Status Change – none
7. Termination – none

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

1. Corrections – none
2. Extra Assignment – none
3. Leave – none
4. New Hire
 - a. After School Intervention Instructor
 - b. Attendance Clerk
 - c. Substitute Special Education Para-Educator
 - d. Men's Golf Coach
 - e. Special Education Para-Educator
 - f. Substitute Para-Educator
 - g. Substitute Café Assistant
 - h. Substitute Clerical
 - i. Substitute Custodian
5. Resignation
 - a. Yard Aide
6. Status Change
 - a. Clerical Aide
 - b. Para-Educator
 - c. Special Education Para-Educator
7. Termination – none

3. **Curriculum and Instruction**
 - a) Approve the Quarterly Report on Williams Uniform Complaints for January, 2010 Pg 6
 - b) Approve one (1) Independent Contractor Agreement between Kathi Whalen and Albany Unified School District to provide teacher coach services Pg 7
 - c) Approve Extended Field Trip from Albany High School to Ashland, Oregon from Thursday, April 8, 2010 to Sunday, April 11, 2010 to attend the Oregon Shakespeare Festival Pg 13
 - d) Approve Extended Field Trip from Albany High School to Westminster Woods from Friday, January 22, 2010 to Sunday, January 24, 2010 to participate in the Albany High School Instrumental Music Wind Ensemble Retreat Pg 17
 - e) Approve Agreement between Challenge Day and Albany Unified School District to continue the Challenge Day Program at Albany High School for an amount not to exceed \$3,200. Pg 22
Funding Source: AHS Donation Fund
4. **Business and Operations**
 - a) Approve the Facilities Use Agreement for the former Albany Library (Presently Used for Y Kids Club) Pg 33
 - b) Warrant Listing – November 2009 Pg 38
 - c) Approve the Agreement for Professional Services between Children's Hospital and Research Center Oakland and Albany Unified School District Pg 88
5. **Student Services**
 - a) Approve one (1) Independent Contractor Agreement between Albany Unified School District and Jane James to provide Communication Access Real Time (CART) Services. This service will provide speech-to-text translation for one student so the student may attend an assembly performance. Cost not to Exceed \$622.00. Funding Source: Special Education Pg 93

V. **STUDENT BOARD MEMBERS**

- A) Student Reports

VI. **STAFF REPORTS**

- A) Parks & Recreation Report

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

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

VIII. REVIEW AND ACTION ITEMS

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

- A) Approve 2008-09 Financial Audit Report – Wilkinson Hadley King & Co. LLP (Under Separate Cover) Pg 99
- B) Approve 2009-10 1st Interim Financial Report (Under Separate Cover) Pg 100
- C) Authorize Superintendent to send letter to the City of Albany of intent to take action commencing conveyance of an easement on the Ocean View Elementary school site for the Buchanan Bicycle and Pedestrian Path Project Pg 101
- D) Approve Resolution No. 2009-10-08 regarding Intention to Convey Certain Real Property to the City of Albany for the Installation of a Curb Ramp Located at the Southwest Corner of Jackson Street and Buchanan Street Pg 106
- E) Approve Recommendation for Designate Certificated Teachers to Permanent and Probationary Status Pg 111

IX. REVIEW AND DISCUSSION ITEMS

- A) Discuss relocation of Albany High School softball teams to Cougar Field and Albany High School baseball teams to Memorial Field Pg 113
- B) Conduct 1st Reading of Board Policy Section 6000 – Instruction (Under Separate Cover) Pg 115

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

- A) Consolidated Applications Part I January
- B) Facilities Director Report January
- C) Parcel Tax Review February
- D) Measure A – Annual/Final Report February
- E) Measure E – Annual Report February

XII. FUTURE BOARD MEETINGS

- A) Tuesday, January 19, 2010, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- B) Tuesday, February 2, 2010, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- C) THURSDAY, February 18, 2010, 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).

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: January 5, 2010

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

Marla Stephenson
 Signature of District Superintendent

January 5, 2010
 Date

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

ITEM: APPROVE ONE (1) INDEPENDENT CONTRACTOR AGREEMENT BETWEEN KATHI WHALEN AND ALBANY UNIFIED SCHOOL DISTRICT TO PROVIDE TEACHER COACH SERVICES

PREPARED BY: Lynda Hornada, Curriculum and Instruction

TYPE OF ITEM: CONSENT

BACKGROUND INFORMATION:

Kathi Whalen will provide a professional development opportunity on classroom organization through February, 2010.

FINANCIAL INFORMATION:

Amount not to exceed \$200.00. Funding source: general fund. Payment amount will be disbursed in one payment during the 2009-10 school year.

RECOMMENDATION: Approve the independent contractor agreement between Kathi Whalen and Albany Unified School District to provide teacher coach services.

Albany Unified School District

Independent Contractor Agreement

THIS AGREEMENT, made this 23rd day of November 2009 between Kathi Whalen, an independent contractor, (Contractor), having a principal place of business at 556 Colusa Avenue, Albany, CA, 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 February, 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 an amount not to exceed \$200 in total to Kathi Whalen. 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

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

Kathie Whalen
Independent Contractor

11/23/09
Date

Social Security or Federal I.D. #

Exhibit "A"

Description of Services

Description of Services:

Kathi Whalen will provide a professional development opportunity on classroom organization. The payment amount will be disbursed in one payment during the 2009-2010 school year.

Total amount not to exceed \$200.00

Exhibit "B"

INDEPENDENT CONTRACTOR
CERTIFICATION OF
EMPLOYEE CLEARANCEName of Company/Individuals: Kathi Whalin

Address: 566 Colusa Ave. Berkeley

City: ~~Walnut Creek~~ ^{Berkeley CA} State: CA ZIP: 94707Telephone: 510 524-3310 FAX: 510-559-6560 (AUSD FAX)

Email:

Contact Person: Kathi Whalin

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.

Kathi Whalin
Print NameTeacher Coach
TitleKathi Whalin
Signature11/23/09
Date

Exhibit "B"

ALBANY UNIFIED SCHOOL DISTRICT

EXTENDED FIELD TRIP BEYOND REGULAR SCHOOL HOURSOVERNIGHT FIELD TRIPOUT OF STATE FIELD TRIP

Page 1 of 4

MUST BE SUBMITTED FOUR WEEKS PRIOR TO FIELD TRIP

Date of Request:

10/8/09

Sponsoring Teacher(s):

Samonsky

School:

AHS

Class(es) Involved:

Grade Level(s):

10 - 12

Days and Dates of Trip:

April 8 through April 11

Number of Students Involved:

20Each adult will be assigned responsibility for 10 students
(Refer to page 4 for guidelines)

Day and Time of Departure:

8:00 am 4/8/10

Day and Time of Return:

4:00 pm 4/11/10General Statement of Proposed Trip:

Theater students (and interested other students) both actors/tech observe, participate, learn through professional theater

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 2 of 4

Objectives to be Accomplished by Students:

job experiences of actors/tech
 new techniques - enhanced skills
 pleasure of performance

Proposed Itinerary:

(Please be specific regarding dates, times and locations)

4/8 leave - arrive Ashland - see first play
 4/9 actor's workshop - see second play
 4/10 backstage tour - see two plays
 4/11 return to AHS (prologues for each play)

Estimated Costs to District:

sub for 2 days each play)
 (PAID w/ AHS FUNDS)

Estimated Costs to Students:

\$450.00

Name of Adult Sponsors:

Sarah Sammsley

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 3 of 4

Principal's Recommendation:

Asst Tamara 11/9/09
Principal's Signature Date
[Signature] 11/24/09
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)

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:

12-4-09

Sponsoring Teacher(s):

BRYANT

School:

ATIS

Class(es) Involved:

Wind Ensemble

Grade Level(s):

9-12

Days and Dates of Trip:

1/22/10 through 1/24/10

Number of Students Involved:

~ 40

Each adult will be assigned responsibility for 10 students
 (Refer to page 4 for guidelines)

Day and Time of Departure:

3pm 1/22

Day and Time of Return:

12pm 1/24General Statement of Proposed Trip:Weekend retreat for Wind Ens.

- Rehearsals
- Bonding
- Chamber music

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 2 of 4

Objectives to be Accomplished by Students:

- Launch new Repertoire for Spring
- form Chamber Music groups
- group bonding activities

Proposed Itinerary:

(Please be specific regarding dates, times and locations)

see attached

Estimated Costs to District:

0

Estimated Costs to Students:\$150Name of Adult Sponsors:

Craig : Crystal Bryant

Helen : Gay Class

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 3 of 4

Principal's Recommendation:

Tamara 12/7/09
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)

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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)

ALBANY HIGH SCHOOL INSTRUMENTAL MUSIC**WIND ENSEMBLE RETREAT****Jan 22-14, 2010****Friday, Jan. 22**

3:00 PM Depart AHS en route to Westminster Woods
6:00 PM Dinner
7:30 PM Band Movie Night- not bad movie night please
11:00 PM Lights out

Saturday, Jan. 23

8:15 AM Wake up and breakfast
9:15 AM Warm-up and Stretching/ Extreme Breathing Gym
12:30 PM Lunch
1:25 PM Sectionals
3:00 PM Full Rehearsal
5:00 PM Game/Fun Activity
6:15 PM Dinner
7:00 PM Talent Show/Section Performances
9:00 PM Camp Fire
11:00 PM Lights out

Saturday, Jan. 24

8:00 AM Wake up and breakfast/cleanup
9:30 AM Depart for AHS
12:00 PM Students Arrive at AHS

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

ITEM: APPROVE THE AGREEMENT BETWEEN CHALLENGE DAY AND ALBANY UNIFIED SCHOOL DISTRICT TO CONTINUE THE CHALLENGE DAY PROGRAM AT ALBANY HIGH SCHOOL

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction

TYPE OF ITEM: CONSENT

BACKGROUND INFORMATION:

This is to establish an agreement with Challenge Day and Albany Unified School District to continue to provide the opportunity for students to participate in Challenge Day at Albany High School. Cost not to exceed \$3,200.00.

FINANCIAL INFORMATION:

Funding Source: Albany High School Donation Fund

RECOMMENDATION: APPROVE THE AGREEMENT BETWEEN CHALLENGE DAY AND ALBANY UNIFIED SCHOOL DISTRICT TO CONTINUE THE CHALLENGE DAY PROGRAM AT ALBANY HIGH SCHOOL

AGREEMENT for Challenge Day Program

THIS AGREEMENT is effective 12/3/2009 by and between Albany High School (the "Client") and CHALLENGE DAY (the "Vendor"), a California 501[c]3 nonprofit corporation located at 2520 Stanwell Drive, Ste 160, Concord CA 94520. For the purposes of this agreement Client shall mean all employees of Client, and Vendor shall mean all employees and subcontractors of Vendor.

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

Article 1: Statement of Services

- A. Commencing on 3/2/2010 Vendor shall supply services, people and materials for the following:
See Attached List of Days, Addendum A
- B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

Article 2: Compensation for Services

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

- A. Rates for Services will be as follows:
Client to Pay **\$3200** per day .
Program(s) provided under this agreement are limited to a maximum of one hundred (100) student participants per day. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are more than the agreed upon maximum of one hundred (100) student participants.
- B. Expenses: Client will pay in advance (or reimburse Vendor) for necessary, reasonable and documented travel expenses actually incurred as follows:
 - 1) Ground Transportation: Ground transportation to Client's site.
 - i. Mileage over thirty (30) miles from Vendor's office to Client's event venue will be billed to the Client at \$0.55 cents per mile, round trip.

Article 3: Limit of Expenditure

The maximum expenditure authorized hereunder for any service, **Excluding** reimbursable expenses as indicated shall be **\$3200**.

Article 4: Invoicing & Payment

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

- A. Client's requested days will not be confirmed until the 1st installment has been received and credited to your school or organization's account by our administrative offices. (An authorized Purchase Order for the full invoice amount may be accepted in lieu of the 1st installment). All installments are welcomed as early as contracts are completed. However, if the client's 1st installment has not been received by the 1st due date documented below, the client's scheduled days will no longer be valid.
- B. If client's scheduled days are cancelled due to non-payment, client will be required to resubmit their request to host a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled client precedence over other clients waiting for existing or future booking opportunities.
- C. Booking requests made within 90 days of the event date will be confirmed only if scheduling permits and if the contract is accompanied by no less than the 1st installment (or an approved Purchase Order for full invoice amount) with the agreement that the remaining balance be paid in full 30 days prior to the event. (Payment and Contracts are expected within 5 business days when booking within the 90 day period.)

Your requested program date is 3/2/2010.

Balance for program(s) at \$3200 per day: \$3200

Schedule of Installments

Installment	Payment Due Date	Payment Amount	Balance Remaining
1st installment	1/6/2010	\$2200	\$1000
2nd installment	1/31/2010	\$1000	\$0

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

Curriculum : Instruction
 Department Lynda Hornada
 Name Director of Curriculum : Instruction
 Title (510) 558-3771
 Phone/Ext. lhornada@ausd1412.org
 Email

Article 5: Personnel to Be Provided

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

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

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

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

The Coordinator will:

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

Article 6: Facilities to Be Provided

All work hereunder shall be performed on Client's premises or at sites designated by Client. Client to secure a private enclosed room large enough for the activities of the participants, including adult Facilitators (50' x 50' minimum; 20' ceiling height). Private room is defined as one which will be free of interruptions for the duration of the program, where loud sounds such as cheering will not disturb occupants in adjoining rooms, and any windows at or below eye level have been covered.

Article 7: Changes

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

Article 8: Cancellation And Termination

- A. If Client schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.
- B. If Client schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then Client will pay Vendor the 1st installment for the days cancelled plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- C. If Client schedules program days with the Vendor and cancels thirty one (31) to sixty (60) days prior to the scheduled date of the program then Client will pay Vendor the 1st and 2nd installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- D. If Client schedules program days with the Vendor and cancels thirty (30) days or less prior to the scheduled date of the program then Client will pay Vendor all installments for the days cancelled, plus any travel costs or fees incurred by the vendor on behalf of the Client.
- E. Vendor must have phone contact regarding final logistics with Client's representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if Client cannot be reached, subject to Cancellation and Termination clauses B and C.
- F. If program days are canceled due to weather, Client will pay Vendor any travel costs or fees incurred by the Vendor on behalf of the Client. If openings exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s).
- G. Client may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

Article 9: Choice of Law

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

Article 10: Entire Agreement

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

Article 11: Force Majeure

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

Article 12: Insurance

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

Article 13: Disputes

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

Article 14: Mediation and Arbitration

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

Article 15: Tools and Equipment

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

Article 16: Timely Performance

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

Article 17: Title to Media / License to Use

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

Article 18: Ownership of Programs

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

Article 19: Right to Use Ideas

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

Article 20: No Result or Benefit

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

Article 21: Vendor's Trainees

The Vendor shall be allowed to have two of its own Leader trainees attend any program supplied under this agreement, subject to the approval of Client, which approval shall not be unreasonably withheld. Such trainees may, at the discretion of the Vendor, co-lead parts of the programs as long as a fully qualified program Leader is in attendance. The Vendor certifies that such co-leading will enhance the value of the programs it supplies.

Article 22: Representations

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

Article 23: Indemnity

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

Article 24: NonWaiver

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

Article 25: Severability

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

Article 26: Notices

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

For Albany High School :

Laurie Harden
603 Key Route Blvd.
Albany, CA 94706

For Challenge Day:

Mariela Madarang
Challenge Day
2520 Stanwell Drive, Ste 160
Concord, CA 94520
Fax: 925-969-0256

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

Article 27: Signatures

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

Authorized Signature Name: Lynda Hornada

Signature: 

Date: 12/15/09

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

Coordinator Name: Shelly Ball

Title: _____

Signature: _____

Date: _____

For Challenge Day:

Share Manager Name: Mariela Madarang


Signature: _____

Date: _____

Article 27: Signatures

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

Authorized Signature Name: Lynda Hornada

Signature: 

Date: 12/15/09

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

Coordinator Name: Shelly Ball

Title: Shelly Ball

Signature: SBall

Date: 12/16/09

For Challenge Day:

Share Manager Name: Mariela Madarang

Signature: _____

Date: _____

Challenge Day**INV.**

2520 Stanwell Drive, #160
 Concord, CA 94520
 Phone: 925-957-0234
 Fax 925-969-0256

Inv. Number 10207

Inv. Date: 12/7/2009

Program Funded By:

Program Date 3/2/2010

Albany High School
 Attn: Laurie Harden
 603 Key Route Blvd.
 Albany, CA 94706

Program Location

Albany High School

Events	Program Description	Program Fees	Fees Due By	Total
1	Challenge Day program's first installment to be paid 55 days before the program date	2,200.00	1/6/2010	2,200.00
1	Challenge Day program's second installment to be paid 30 days before the program date	1,000.00	1/31/2010	1,000.00
	<div>06</div> First installment extended to 01/04/2010, waiting on grant - approved by Ockemia Kates-Bean			
IRS approved 501(c)(3) Tax Exempt Corporation			Customer P.O. Number	
			Total	\$3,200.00
PLEASE REMIT YOUR PAYMENTS TO: CHALLENGE DAY: DEPT # 34339, P.O. BOX 39000 SAN FRANCISCO, CA 94139			Balance Due	\$3,200.00
Please note we can ONLY accept payments in US currency - Thank you Please reference the Invoice # and organization on your check.				

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

ITEM: **APPROVE THE FACILITIES USE AGREEMENT FOR THE
FORMER LIBRARY (PRESENTLY USED FOR Y KIDS
CLUB)**

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: **ACTION**

BACKGROUND INFORMATION:

The former Albany library site has been leased to the Albany YMCA since 1996. The YMCA operates a child care program that benefits the entire community. Staff recommends renewing their lease for five years from July 1, 2009 through June 30, 2014. There is a ninety day notice provision should either party wish to vacate the lease.

FINANCIAL INFORMATION:

Funding Source: \$28,450 annual revenue to the District with an annual adjustment of CPI.

**RECOMMENDATION: APPROVE THE FACILITIES USE AGREEMENT FOR THE
FORMER LIBRARY (PRESENTLY USED FOR Y KIDS CLUB)**

**ALBANY UNIFIED SCHOOL DISTRICT
FACILITY USE AGREEMENT**

**FORMER ALBANY LIBRARY
(presently used for Y Kids Club)**

THIS AGREEMENT is entered into on the 1st day of July, 2009, between the **ALBANY UNIFIED SCHOOL DISTRICT** (hereinafter "District") and **BERKELEY-ALBANY YMCA** (hereinafter "YMCA").

WITNESSETH

WHEREAS, the District owns, operates and maintains certain property located at 1216 Solano Avenue (former Albany Library), Albany, California; and

WHEREAS, the District is willing and the YMCA desires to use the property for child care and educational activities purpose as authorized by the Civic Center Act (Education Code section 38130, et seq.) and according to the terms and conditions stated herein, and in compliance with the conditions of the Use Permit granted by the City of Albany,

NOW, THEREFORE, THE DISTRICT AND YMCA AGREE as follows:

1. **PREMISES.** The District hereby grants to YMCA the right to use, and YMCA hereby agrees to accept that grant, pursuant to the terms and conditions set forth herein, the premises and facilities known as the former Albany Library, 1216 Solano Avenue, Albany.

2. **TERM.** The term of this Agreement shall commence on July 1, 2009, and shall terminate on June 30, 2014. Any holding over after expiration shall not constitute a renewal or extension. Upon expiration of the term, or upon earlier termination, the YMCA shall promptly vacate and surrender the premises and fixtures.

3. **TERMINATION.** Either party may terminate this Agreement for any reason upon ninety (90) days' written notice of termination to the other party. District may immediately terminate this Agreement if YMCA loses its childcare licensing.

4. **USER.** As a user fee for the premises and fixtures, YMCA shall pay the District the sum of two thousand three hundred seventy dollars and eighty-three cents (\$2,370.83) per month – a total of twenty eight thousand four hundred fifty dollars (\$28,450 per year). The payment shall be made in the following manner; in equal monthly payments due in advance, on the 1st of each month during the term of this Agreement. YMCA recognizes that late payment of the user fee or any other payment due under this Agreement will cause the District to incur costs not completed by this Agreement, the exact amount of which will be extremely difficult to ascertain. YMCA therefore agrees to pay a late charge of 3% of the user fee for any late payment which shall be added to the payment. District's acceptance of a late charge shall not constitute a waiver of YMCA' default and shall not prevent District from exercising any of the other rights and remedies granted herein to District of by law. The District, in its sole discretion, may waive all or part of any late charge. However, any

waiver shall not be construed as a waiver of any other such charges. The District has the option to increase user fees effective July 1, 2010 by the average Consumer Price Index (CPI) calculated for the previous year. Any such increase shall be initiated by an addendum to this agreement.

5. **USE.** YMCA shall use the premises for the primary purpose of childcare and/or educational activity in accordance with the terms and conditions of this Agreement. YMCA shall not use or permit the premises to be used for any other purpose without the prior written consent of the District. YMCA shall be solely responsible for the control and supervision of the premises when being used by the YMCA. YMCA shall maintain the premises in a safe and clean condition. In the event that YMCA or any of its employees, officers, agents, customers, guests or invitees cause destruction or damage to District's property, YMCA shall be liable for the amount necessary to repair the damages, and such destruction or damage shall be grounds to terminate this Agreement at the District's election.

6. **UTILITIES.** YMCA shall be responsible for all sewer, water, gas, heat, air conditioning, garbage pick up, light, power, and other utility services supplied to the Premises.

7. **ACCESS.** The District reserves the right to enter and inspect the Premises at any time, provided however, that the District will give advance notice of its intent to enter whenever reasonably possible.

8. **TAXES AND ASSESSMENTS.** YMCA shall pay any and all taxes for assessments levied on the premises to the extent that such taxes or assessments arise from YMCA's interests stated herein. This Agreement may create a taxable possessory interest.

9. **COMPLIANCE WITH LAW.** YMCA shall, at its own cost and expense, comply with any Municipal, State and Federal laws or regulations that pertain to the maintenance, operation and use of the Premises, including any applicable policy and regulation of the District.

10. **REPAIRS AND MAINTENANCE.** YMCA shall keep and maintain the premises and District fixtures and personal property reasonably clean and in good condition at its own cost and expense. District shall assume full responsibility for all maintenance relating to the roof over the Premises. District shall be responsible for all other major structural maintenance such as boiler, major plumbing and electrical. A custodian to maintain the premises will be the responsibility of YMCA.

11. **SAFETY INSPECTIONS.** YMCA shall conduct safety inspections as required by District or District's representative. YMCA shall implement safety requirements as instructed by the District or District's representative. YMCA shall ensure that the premises are secure when it leaves the premises.

YMCA shall take all necessary and appropriate steps to ensure that it does not discharge onto the premises any substance containing toxic waste. "Toxic waste" includes, but is not limited to, substances defined as "Hazardous substances" in the Comprehensive

Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. section 6901, et seq.), and regulations adopted under those laws; substances defined as "hazardous wastes" in California Health and Safety Code section 25117 or as "hazardous substances" in California Health and Safety Code section 25316 and regulations adopted under those sections; and any similar substance as defined as used in any similar environmental control law applicable to the premises and in any regulations adopted under such law.

12. CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In the event the Premises are declared unfit for human occupancy or for the uses intended by this Agreement because of structural defects, or any other reasons, by any governmental agency, then the District may at its election, make such repairs as may be necessary to bring the Premises into compliance with an appropriate rent abatement for the unusable portion during the time it cannot be used. In the event that the repairs are not feasible or practicable, the parties may terminate the Agreement, and YMCA shall be relieved of any further obligation under this Agreement effective on the date that YMCA terminates its use of the Premises for the purposes stated in this paragraph.

13. SURRENDER AT THE END OF TERM. YMCA agrees that, upon termination of this Agreement, it will surrender possession of the premises, including any fixtures to the District, in a neat and clean condition, and in a good state of repair, excepting only for reasonable use and wear thereof, damage by fire, acts of nature, or the elements.

14. ALTERATIONS AND MECHANICS LIENS. YMCA shall not make any alterations or additions to the Premises or fixtures without the prior written consent of the District. Any permitted temporary additions or alterations shall be removed at the expiration or earlier termination of this Agreement at YMCA's expense without damaging the premises or fixtures. Any permitted permanent alterations or additions made to the Premises or fixtures shall become at once a part of the realty and belong to the District. YMCA shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by YMCA.

15. YMCA PROPERTY. The District shall have no duty or responsibility for the protection, safeguarding, care or storage of any YMCA personal property, nor shall District be liable for any damage to YMCA's personal property used or left on the premises or any surrounding District property by YMCA or YMCA employees, agents, contractors, customers, guests or invitees, including but not limited to damage caused by fire, earthquake, acts of nature, vandalism or burglary.

16. INDEMNITY. It is agreed that YMCA shall defend, hold harmless and indemnify the District, its Board of Trustees, the members of its Board of Trustees, its other officers, employees, and agents from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent or willful misconduct, acts or omissions of YMCA, its officers, employees, customers, agents, guests, or invitees.

The duty of YMCA to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Likewise, it is agreed that the District shall defend, hold harmless and indemnify the YMCA, its Board of Trustees, the members of its Board of Trustees, and its other officers, employees, and agents from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent or willful misconduct, acts or omissions of the District, its officers, employees, customers, agents, guests, or invitees.

17. **INSURANCE.** YMCA shall carry at its expense and shall provide the District with proof to execution of this Agreement of public liability and property damage insurance in an amount and in a form satisfactory to District, provided that such insurance shall not be less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. YMCA shall be named as primary insured for the requested usage and the District, its Board of Trustees, members of its Board of Trustees, officers, employees and agents shall be named as additional insureds. YMCA shall file Certificates of Insurance, and if requested, a copy of the policies with the District prior to execution of this Agreement. YMCA shall ensure that appropriate and adequate Workers' Compensation insurance covering all employees engaged in operation of the YMCA is in effect at all times.

18. **ASSIGNMENT.** YMCA shall not assign this Agreement, or any interest therein, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of YMCA excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of the District.

19. **INDEPENDENT CONTRACTORS.** This Agreement is made between independent contractors. Nothing in this permit shall be deemed any employment, joint venture or any other agency relationship between the District and YMCA.

20. **SIGNS.** Any sign or label placed on the Premises or fixtures shall be removed by YMCA at the expiration of this Agreement, and any damage to the Premises or fixtures caused by the removal or installation of the sign shall be paid by YMCA.

21. **NOTICES.** Any notices provided for herein shall be deemed delivered when delivered personally to the other party or when delivered by certified mail, return receipt requested, addressed as follows:

For District: Albany Unified School District
c/o Marla Stephenson
904 Talbot Ave.
Albany, CA 94706

For YMCA: Fran Gallati, President, CEO
Berkeley-Albany YMCA
1900 Addison St., Suite 1000
Berkeley, CA 94704

22. **SEVERABILITY.** The provisions of this Agreement are severable, and if any provision is invalidated or found to be unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, unless enforcement of those remaining provisions would be unreasonable or inequitable under all the circumstances or would frustrate the Agreement's purposes.

23. **APPLICABLE LAW.** This Agreement and all matters relating to the Agreement and the relationship between the parties that the Agreement memorializes shall be construed according to the law of the State of California. If any party initiates litigation involving this Agreement, venue shall only lie in the appropriate state court in Alameda County, California.

24. **BINDING.** The terms and conditions of this Agreement shall be binding and inure to the benefit of the parties' permitted successors and assigns.

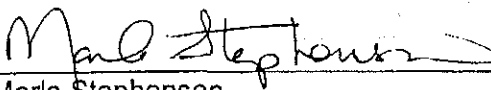
25. **ENTIRE AGREEMENT.** The Agreement constitutes the entire agreement between the parties respecting the Premises. Any agreements or representations respecting the Premises not expressly set forth in this Agreement are null and void.

26. **AMENDMENT.** The parties may amend this Agreement in writing at any time. Amendments are not effective until approved by the District's Governing Board.

IN WITNESS WHEREOF, the parties through their duly authorized agents have affixed their hands.

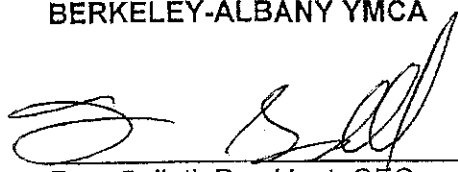
DATED: 12/11/09

ALBANY UNIFIED SCHOOL DISTRICT

By: 
Marla Stephenson
Superintendent

DATED: 12/14/09

BERKELEY-ALBANY YMCA

By:  12/14/09
Fran Gallati, President, CEO

November 2009 AP Warrant Listing

P39

Check # 965266, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment** **ACSIG (000257/1)**

2009/10	50% 09/10 WORKER'S COMP		
	010-9536- - - - -	240,576.00	
		Total Check Amount for 965266	\$240,576.00

Check # 965267, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment** **ACSIG - DELTA DENTAL (000413/1)**

2009/10	10/09 PREMIUM		
	010-9534- - - - -	34,656.84	
2009/10	10/09 PREMIUM		
	010-9534- - - - -	1,169.45	
2009/10	10/09 PREMIUM		
	010-9534- - - - -	5,940.26-	
		Total Check Amount for 965267	\$29,886.03

Check # 965268, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment** **ACSIG - VISION INSURANCE (000412/1)**

2009/10	10/09 PREMIUM		
	010-9534- - - - -	10,537.23	
2009/10	10/09 PREMIUM		
	010-9534- - - - -	1,259.45-	
		Total Check Amount for 965268	\$9,277.78

Check # 965269, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment** **ALBANY FLORIST (004477/1)**

2009/10	09 GRADUATION SUPPLIES		
	010-4300-1100-3200-1000-033--	58.69	
		Total Check Amount for 965269	\$58.69

Check # 965270, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment** **LISA ALFANDARY (007235/1)**

2009/10	LUNCH MONEY REFUND		
	130-8634-5310- - - - -	105.56	
		Total Check Amount for 965270	\$105.56

Check # 965271, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment** **JULIE ALLEN**
C/O MARIN ELEM (005772/1)

2009/10	REIMB FOR FIELD TRIP EXPENSES & CLASS SUPPLIES		
	010-5810-9020-1110-1000-003-03- -	189.00	
	010-4300-9020-1110-1000-003-03- -	32.38	
		Total Check Amount for 965271	\$221.38

Check # 965272, Dated 11/03/2009, Printed (RG000010), PO# P10-00313,Batchld AP11032009**Vendor Payment** **APPLE COMPUTER INC. (000139/2)**

2009/10	3 POWER ADAPTERS		
	010-4300-9020-1110-1000-004-04- -	233.77	
		Total Check Amount for 965272	\$233.77

November 2009 AP Warrant Listing**Check # 965273, Dated 11/03/2009, Printed (RG000010), PO# P10-00095, BatchId AP11032009****Vendor Payment****B&H PHOTO (005413/1)**

2009/10	CONNECT DESIGN LAB SUPPLIES	
	010-4300-0370-1110-1000-038- -	42.00
2009/10	CAMERAS FOR CONNECT DESIGN LAB	
	010-4300-0370-1110-1000-038- -	1,808.57
Total Check Amount for 965273		\$1,689.90

Check # 965274, Dated 11/03/2009, Printed (RG000010), PO# ,BatchId AP11032009**Vendor Payment****TAMI BENU****C/O ALBANY HIGH (006083/1)**

2009/10	REIMB FOR STAFF DEVELOPMENT EXPENSES	
	010-5200-1100-1110-2700-038- -	473.79
Total Check Amount for 965274		\$473.79

Check # 965275, Dated 11/03/2009, Printed (RG000010), PO# ,BatchId AP11032009**Vendor Payment****BERKELEY FARMS**

2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	55.18
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	93.29
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	128.70
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	51.48
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	36.79
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	64.35
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	64.35
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	118.61
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	51.48
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	132.60
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	92.87
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	102.96
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	36.79
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	66.13
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	77.22
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	102.96
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	105.74
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	111.49
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	64.35

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2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	130.09
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	90.09
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	102.96
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	79.00
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	90.09
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	77.22
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	65.74
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	102.96
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	77.22
Total Check Amount for 965275		\$2,372.71

Check # 965276, Dated 11/03/2009, Printed (RG000010), PO# P10-00307,Batchld AP11032009**Vendor Payment BIO CORPORATION (003939/1)**

2009/10	SCI MATERIALS	
	010-4300-9020-1138-1000-038-38- -	251.46
	010-4300-1100-1138-1000-038-38- -	150.00
Total Check Amount for 965276		\$373.70

Check # 965277, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment LINDA BISHOP
C/O MARIN SCHOOL (003854/1)**

2009/10	REIMB FOR CLASSROOM SUPPLIES	
	010-4300-9020-1110-1000-003-03- -	41.84
Total Check Amount for 965277		\$41.84

Check # 965278, Dated 11/03/2009, Printed (RG000010), PO# P08-00979,Batchld AP11032009**Vendor Payment BOLLO CONSTRUCTION INC. (006579/1)**

2009/10	POOL PROJECT	
	210-6265-1711-0000-8500-005-00- -	14,500.00
Total Check Amount for 965278		\$14,500.00

Check # 965279, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment KAREN BONINI
C/O CORNELL ELEM (005955/1)**

2009/10	REIMB FOR CLASSROOM SUPPLIES	
	010-4300-9020-1110-1000-001-01- -	37.95
Total Check Amount for 965279		\$37.95

Check # 965280, Dated 11/03/2009, Printed (RG000010), PO# P10-00320,Batchld AP11032009**Vendor Payment CALICO SUBSCRIPTION CO. (001152/2)**

2009/10	SUBSCRIPTIONS FOR LIBRARY	
	010-4300-9020-1110-1000-003-03- -	403.24
Total Check Amount for 965280		\$403.24

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Check # 965281, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

Vendor Payment

**CALPERS - CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM (005346/2)**

2009/10	11/09 CALPERS PREMIUM		
	010-9534- - - - -	290,808.55	
	010-5800-0000-0000-7200-000-00- -	1,425.49	
	010-3701-0000-1110-1000-000-00- -	4,848.12	
	010-3702-0000-0000-7200-000-00- -	2,020.03	
2009/10	11/09 CALPERS PREMIUM		
	010-5800-0000-0000-7200-000-00- -	14.50	
	010-9534- - - - -	3,371.00	
	Total Check Amount for 965281		\$302,487.69

Check # 965282, Dated 11/03/2009, Printed (RG000010), PO# P10-00169,Batchld AP11032009

Vendor Payment

CAROLINA BIOLOGICAL SUPPLY CO (000920/1)

2009/10	SCI MATERIALS		
	010-4300-1100-1138-1000-038-38- -	1,343.55	
	Total Check Amount for 965282		\$1,343.55

Check # 965283, Dated 11/03/2009, Printed (RG000010), PO# P10-00254,Batchld AP11032009

Vendor Payment

CASBO (001550/4)

2009/10	PAYROLL REPORTING COMPLIANCE WORKSHOP		
	010-5200-0000-0000-7200-000-00- -	295.00	
	Total Check Amount for 965283		\$295.00

Check # 965284, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

Vendor Payment

CASTRO VALLEY HIGH SCHOOL (004239/1)

2009/10	WRESTLING TOURNAMENT 12/12/09		
	010-5811-9032-1110-4200-038-38- -	250.00	
	Total Check Amount for 965284		\$250.00

Check # 965285, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

Vendor Payment

CHEVRON AND TEXACO BUSINESS (000105/2)

2009/10	09/22/09-10/21/09 GAS		
	130-4300-5310-0000-3700-000-00- -	123.09	
	Total Check Amount for 965285		\$123.09

Check # 965286, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

Vendor Payment

COLTON HIGH SCHOOL (006362/1)

2009/10	WRESTLING TOURNAMENT		
	010-5811-9032-1110-4200-038-38- -	500.00	
	Total Check Amount for 965286		\$500.00

Check # 965287, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

Vendor Payment

HSBC BUSINESS SOLUTIONS (006700/1)

2009/10	CAFETERIA KITCHEN TOWELS		
	130-4300-5310-0000-3700-000-00- -	19.41	
	Total Check Amount for 965287		\$19.41

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Check # 965288, Dated 11/03/2009, Printed (RG000010), PO# P10-00174, Batchld AP11032009**Vendor Payment****THE MCGRAW-HILL COMPANIES (004826/2)**

2009/10

CELDT MATERIALS

010-4300-6286-1110-3160-000-00- -

230.48

Total Check Amount for 965288**\$230.48****Check # 965289, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment****DANIELSEN (000512/1)**

2009/10

FOOD & SUPPLIES

130-4700-5310-0000-3700-000-00- -

994.41

130-4710-5310-0000-3700-000-00- -

61.60

2009/10

FOOD & SUPPLIES

130-4710-5310-0000-3700-000-00- -

70.22

130-4700-5310-0000-3700-000-00- -

558.71

Total Check Amount for 965289**\$1,684.94****Check # 965290, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment****EBMUD (000224/2)**

2009/10

09/22-10/220 SERVICE

010-5555-0000-1110-8200-038-00- -

192.85

2009/10

09/22-10/20 SERVICE

120-5555-0000-8500-8200-000-00- -

195.95

Total Check Amount for 965290**\$388.80****Check # 965291, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment****FOOD 4 THOUGHT, LLC (007143/1)**

2009/10

PRODUCE

130-4700-5310-0000-3700-000-00- -

422.80

Total Check Amount for 965291**\$422.80****Check # 965292, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment****FOOTHILL HIGH SCHOOL WRESTLING DENNIS GOLCHER (007232/1)**

2009/10

12/12/09 WRESTLING TOURNAMENT

010-5811-9032-1110-4200-038-38- -

180.00

Total Check Amount for 965292**\$180.00****Check # 965293, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment****FREEDOM HIGH SCHOOL (006679/1)**

2009/10

WRESTLING TOURNAMENT 12/05/09

010-5811-9032-1110-4200-038-38- -

250.00

Total Check Amount for 965293**\$250.00****Check # 965294, Dated 11/03/2009, Printed (RG000010), PO# P10-00290, Batchld AP11032009****Vendor Payment****MCGRAW-HILL COMPANIES (002834/2)**

2009/10

UNITED STATES GOV. BOOKS

010-4100-0156-3200-1000-033-33- -

1,972.41

Total Check Amount for 965294**\$1,972.41**

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<u>Vendor Payment</u>	<u>GOLD STAR FOODS (002941/2)</u>		
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	2,645.98	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	289.64	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	169.96	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	96.75	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	2,714.88	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	278.48-	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	61.12-	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	32.85-	
	Total Check Amount for 965295		\$5,544.76

Check # 965296, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>GRANADA WRESTLING (006702/1)</u>		
2009/10	01/09/10 WRESTLING TOURNAMENT		
	010-5811-9032-1110-4200-038-38- -	275.00	
	Total Check Amount for 965296		\$275.00

Check # 965297, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>MONICA GRYZ</u>		
	<u>C/O MARIN SCHOOL (003324/1)</u>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-003-03- -	52.49	
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-003-03- -	207.00	
	Total Check Amount for 965297		\$259.49

Check # 965298, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>HAYWARD HIGH SCHOOL WRESTLING (001791/2)</u>		
2009/10	12/05/09 WRESTLING TOURNAMENT		
	010-5811-9032-1110-4200-038-38- -	140.00	
	Total Check Amount for 965298		\$140.00

Check # 965299, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>NANCY HENDERSON</u>		
	<u>C/O MARIN SCHOOL (003376/1)</u>		
2009/10	REIMB FOR DVDs		
	010-4300-6300-1110-1000-004-04- -	96.50	
	010-4300-9020-1110-1000-003-03- -	96.50	
2009/10	REIMB FOR A.P.E. EQUIPMENT		
	010-4300-9020-1110-1000-001-01- -	21.93	
	Total Check Amount for 965299		\$214.93

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Check # 965300, Dated 11/03/2009, Printed (RG000010), PO# ,BatchId AP11032009**Vendor Payment****CLELL HOFFMAN****C/O CENTRAL KITCHEN (006654/1)**

2009/10

REIMB FOR OFFICE SUPPLIES

130-4300-5310-0000-3700-000-00- -

76.30

Total Check Amount for 965300**\$76.30****Check # 965301, Dated 11/03/2009, Printed (RG000010), PO# ,BatchId AP11032009****Vendor Payment****WENDY HOLMES****C/O CORNELL SCHOOL (006647/1)**

2009/10

REIMB FOR STAFF DEVELOPMENT EXPENSES

010-4300-9020-1110-1000-001-01- -

123.06

Total Check Amount for 965301**\$123.06****Check # 965302, Dated 11/03/2009, Printed (RG000010), PO# P10-00287,BatchId AP11032009****Vendor Payment****HM RECEIVABLES CO LLC (000127/3)**

2009/10

WORLD HISTORY, PEOPLE & NATIONS

010-4100-0156-3200-1000-033-33- -

1,614.10

Total Check Amount for 965302**\$1,614.10****Check # 965303, Dated 11/03/2009, Printed (RG000010), PO# ,BatchId AP11032009****Vendor Payment****HOME DEPOT CREDIT SERVICES (000495/2)**

2009/10

HARDWARE

010-4300-8150-1110-8110-001-00- -

48.53

2009/10

HARDWARE

010-4300-8150-1110-8110-016-00- -

259.42

2009/10

HARDWARE

010-4300-8150-0000-8110-000-00- -

85.50

2009/10

HARDWARE

010-4300-8150-1110-8110-016-00- -

67.24

2009/10

HARDWARE

010-4300-8150-0000-8110-000-00- -

114.16

2009/10

HARDWARE

120-4300-0000-8500-8110-000-00- -

54.84-

2009/10

HARDWARE

010-4300-8150-1110-8110-038-00- -

98.61

2009/10

HARDWARE

120-4300-0000-8500-8110-000-00- -

140.27

Total Check Amount for 965303**\$758.89****Check # 965304, Dated 11/03/2009, Printed (RG000010), PO# ,BatchId AP11032009****Vendor Payment****HOME DEPOT SUPPLY (003613/1)**

2009/10

BULBS/CORNELL

010-4300-1102-1110-8200-001-01- -

236.84

Total Check Amount for 965304**\$236.84****Check # 965305, Dated 11/03/2009, Printed (RG000010), PO# ,BatchId AP11032009****Vendor Payment****HELEN JIANG****C/O CENTRAL KITCHEN (006365/1)**

2009/10

09/16-10/15 MILEAGE REIMB

130-5200-5310-0000-3700-000-00- -

9.05

Total Check Amount for 965305**\$9.05**

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Check # 965306, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment****NANCY JOHNSON****C/O CORNELL ELEM (000892/1)**

2009/10

REIMB FOR CLASSROOM SUPPLIES

010-4300-9020-1110-1000-001-01- -

4.99

Total Check Amount for 965306**\$4.99****Check # 965307, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment****ADRIENNE KOHN****C/O CORNELL ELEM (005299/1)**

2009/10

REIMB FOR CLASSROOM SUPPLIES

010-4300-9020-1110-1000-001-01- -

93.25

Total Check Amount for 965307**\$93.25****Check # 965308, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment****LOZANO SMITH (000057/1)**

2009/10

09/09 LEGAL SERVICES

010-5826-0000-0000-7100-000-00- -

1,237.22

010-5826-0104-0000-7100-000-00- -

1,335.00

Total Check Amount for 965308**\$2,572.22****Check # 965309, Dated 11/03/2009, Printed (RG000010), PO# P08-00946,Batchld AP11032009****Vendor Payment****LPA, INC. (006826/2)**

2009/10

POOL ARCHITECT

210-6201-1711-0000-8500-005-00- -

60,368.87

210-6234-1711-0000-8500-005-00- -

735.89

Total Check Amount for 965309**\$61,104.76****Check # 965310, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment****MAGGIORA BAKING CO (000577/1)**

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

58.50

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

101.60

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

164.00

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

76.75

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

85.50

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

34.80

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

109.00

Total Check Amount for 965310**\$630.15****Check # 965311, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment****TONANTZIN MARTINEZDEBORGFELO****C/O ACC (006319/1)**

2009/10

REIMB FOR CLASSROOM SUPPLIES

120-4300-0000-8500-5000-000-00- -

18.22

Total Check Amount for 965311**\$18.22**

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Check # 965312, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009**Vendor Payment** GIULIA MATTEUCCI, C/O FOOD SERVICES (000733/1)2009/10 REIMB FOR WORK SHOES
130-4300-5310-0000-3700-000-00- - 43.90**Total Check Amount for 965312 \$43.90****Check # 965313, Dated 11/03/2009, Printed (RG000010), PO# P10-00280,Batchld AP11032009****Vendor Payment** DYNAVOX MAYER-JOHNSON, LLC (000610/3)2009/10 BOARDMARKERS-SPECIAL ED.
010-4300-3313-5750-1190-000-65- - 1,536.50
010-9560-3313 (21.00)**Total Check Amount for 965313 \$1,515.50****Check # 965314, Dated 11/03/2009, Printed (RG000010), PO# P10-00288,Batchld AP11032009****Vendor Payment** HOUGHTON MIFFLIN CO (004209/2)2009/10 GEOMETRY & ALGEBRA BOOKS
010-4100-0156-3200-1000-033-33- - 1,031.00
2009/10 GEOMETRY & ALGEBRA BOOKS
010-4100-0156-3200-1000-033-33- - 916.30**Total Check Amount for 965314 \$1,947.30****Check # 965315, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment** MISSION DOLORES (005319/1)2009/10 MISSION DOLORES FIELD TRIP
010-5810-9020-1110-1000-003-03- - 300.00**Total Check Amount for 965315 \$300.00****Check # 965316, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment** MISSION SAN JOSE WRESTLING (006396/1)2009/10 WRESTLING TOURNAMENT
010-5811-9032-1110-4200-038-38- - 350.00**Total Check Amount for 965316 \$350.00****Check # 965317, Dated 11/03/2009, Printed (RG000010), PO# P10-00321,Batchld AP11032009****Vendor Payment** MOON MOUNTAIN MEDIA (006092/1)2009/10 09/10 ADULT ED. WEB SERVICES & MAINT
110-5825-6390-4110-2700-000-00- - 573.75**Total Check Amount for 965317 \$573.75****Check # 965318, Dated 11/03/2009, Printed (RG000010), PO# P10-00013,Batchld AP11032009****Vendor Payment** NATIONAL ELEVATOR CO (004187/1)2009/10 09/10 ELEVATOR SERVICE
010-5610-0000-1110-8200-016-00- - 135.00**Total Check Amount for 965318 \$135.00****Check # 965319, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009****Vendor Payment** NEXTEL COMMUNICATIONS (004314/2)2009/10 09/23-10/22 SERVICE
010-5930-8150-0000-8200-000-00- - 276.95
010-5930-7230-5001-8200-000-00- - 114.05
010-5930-0000-0000-8200-000-00- - 124.23**Total Check Amount for 965319 \$515.23**

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Check # 965320, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>ODWALLA INC (005314/1)</u>		
2009/10	DRINKS-INV# 710364068		
	130-4700-5310-0000-3700-000-00- -	312.48	
2009/10	DRINKS-INV# 7103640145		
	130-4700-5310-0000-3700-000-00- -	312.48	
		Total Check Amount for 965320	\$624.96

Check # 965321, Dated 11/03/2009, Printed (RG000010), PO# P10-00316,Batchld AP11032009

<u>Vendor Payment</u>	<u>OFFICE DEPOT (000048/1)</u>		
2009/10	SUPPLIES		
	010-4300-0000-0000-7100-000-00- -	34.35	
2009/10	SUPPLIES		
	010-4300-0000-0000-7200-000-00- -	85.72	
	010-4300-0000-0000-7400-000-00- -	49.14	
2009/10	SUPPLIES		
	010-4300-0000-0000-7400-000-00- -	6.64	
	010-4300-0000-0000-7200-000-00- -	11.57	
2009/10	SUPPLIES		
	010-4300-0000-0000-7200-000-00- -	55.78	
	010-4300-0000-0000-7400-000-00- -	31.98	
2009/10	EVERYDAY MATH MATERIALS		
	010-4300-0156-1110-1000-000-00- -	740.15	
2009/10	EVERYDAY MATH MATERIALS		
	010-4300-0156-1110-1000-000-00- -	1,269.26	
		Total Check Amount for 965321	\$2,284.59

Check # 965322, Dated 11/03/2009, Printed (RG000010), PO# P10-00336,Batchld AP11032009

<u>Vendor Payment</u>	<u>OLIVERO PLUMBING CO INC (002382/1)</u>		
2009/10	REPLACE GAS LINE AT MAC HIGH		
	010-5670-8150-3200-8110-033-00- -	5,138.02	
		Total Check Amount for 965322	\$5,138.02

Check # 965323, Dated 11/03/2009, Printed (RG000010), PO# P10-00031,Batchld AP11032009

<u>Vendor Payment</u>	<u>PARAMOUNT ELEVATOR CORPORATION (005841/1)</u>		
2009/10	09/10 ELEVATOR SERVICE FOR CORNELL		
	010-5610-8150-1110-8110-001-00- -	262.75	
		Total Check Amount for 965323	\$262.75

Check # 965324, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>PASTIME ACE HARDWARE (000035/1)</u>		
2009/10	09/09 HARDWARE		
	010-4300-8150-0000-8110-000-00- -	720.78	
	010-4300-8150-1110-8110-004-00- -	105.57	
	010-4300-1102-1110-8200-001-01- -	59.22	
	010-4300-1102-1110-8200-003-03- -	61.43	
	010-4300-1102-1110-8200-004-04- -	65.15	
	010-4300-1102-1110-8200-016-16- -	407.25	
		Total Check Amount for 965324	\$1,419.40

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Check # 965325, Dated 11/03/2009, Printed (RG000010), PO# P10-00291, Batchld AP11032009**Vendor Payment** PEARSON PRENTICE HALL (005674/2)

2009/10	BIOLOGY BOOKS		
	010-4100-0156-3200-1000-033--	1,074.06	
		Total Check Amount for 965325	\$1,074.06

Check # 965326, Dated 11/03/2009, Printed (RG000010), PO# , Batchld AP11032009**Vendor Payment** PG&E (000029/1)

2009/10	09/23-10/22 SERVICE		
	010-5520-0000-1110-8200-001-00--	369.54	
2009/10	09/25-10/23 SERVICE		
	120-5520-0000-8500-8200-000-00--	102.33	
2009/10	09/25-10/23 SERVICE		
	010-5520-0000-1110-8200-038-00--	14,201.88	
2009/10	09/24-10/23 SERVICE		
	010-5520-0000-0000-8200-000-00--	144.51	
2009/10	09/24-10/23 SERVICE		
	010-5520-0000-1110-8200-016-00--	6,045.83	
2009/10	09/25-10/23 SERVICE		
	120-5520-0000-8500-8200-000-00--	310.06	
		Total Check Amount for 965326	\$21,174.15

Check # 965327, Dated 11/03/2009, Printed (RG000010), PO# P10-00015, Batchld AP11032009**Vendor Payment** RICOH AMERICAS CORP.. (001524/6)

2009/10	09/10 LEASE & MAINT FOR COPIERS		
	010-5611-0000-0000-7200-000-00--	720.89	
	010-5611-1100-1110-2700-001-00--	752.40	
	010-5611-1100-1110-2700-003-00--	728.60	
	010-5611-1100-1110-2700-004-00--	911.55	
	010-5611-1100-3200-2700-033-00--	159.15	
	110-5611-6390-4110-2700-000-00--	220.73	
	010-5611-1100-1110-2700-038-00--	920.64	
	010-5611-1100-1110-2700-016-00--	789.87	
	010-5610-1100-1110-2700-000-00--	3,203.77	
		Total Check Amount for 965327	\$8,407.60

Check # 965328, Dated 11/03/2009, Printed (RG000010), PO# , Batchld AP11032009**Vendor Payment** KRISTIN ROSEKRANS (007234/1)

2009/10	SCHOOL LUNCH REFUND		
	130-8634-5310- - - - -	35.00	
2009/10	SCHOOL LUNCH REFUND		
	130-8634-5310- - - - -	37.00	
		Total Check Amount for 965328	\$72.00

Check # 965329, Dated 11/03/2009, Printed (RG000010), PO# , Batchld AP11032009**Vendor Payment** GERALDINE SCOTT
CORNELL SCHOOL (000493/1)

2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-001-01--	32.65	
		Total Check Amount for 965329	\$32.65

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Check # 965330, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>FRANCES SHEPPARD</u>
	<u>C/O ALBANY MIDDLE SCHOOL (003418/1)</u>
2009/10	REIMB FOR CLASSROOM SUPPLIES
	010-4300-1100-1110-1000-016-16- -
	84.95
	Total Check Amount for 965330
	\$84.95

Check # 965331, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>MARY SMITH</u>
	<u>C/O ALBANY CHILDREN'S CENTER (002381/1)</u>
2009/10	REIMB FOR WORK SHOES
	120-4300-0000-8500-8200-000-00- -
	49.99
	Total Check Amount for 965331
	\$49.99

Check # 965332, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>APRIL STEWART</u>
	<u>C/O CORNELL SCHOOL (004787/1)</u>
2009/10	REIMB FOR CLASSROOM SUPPLIES
	010-4300-9020-1110-1000-001-01- -
	163.49
	Total Check Amount for 965332
	\$163.49

Check # 965333, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>SYSCO FOOD SERVICES OF S.F.INCFILE # 71261 (000565/2)</u>
2009/10	FOOD & SUPPLIES
	130-4710-5310-0000-3700-000-00- -
	19.46-
2009/10	FOOD & SUPPLIES
	130-4700-5310-0000-3700-000-00- -
	1,641.80
	130-4710-5310-0000-3700-000-00- -
	132.53
2009/10	FOOD & SUPPLIES
	130-4710-5310-0000-3700-000-00- -
	236.21
	130-4700-5310-0000-3700-000-00- -
	1,474.52
2009/10	FOOD & SUPPLIES
	130-4710-5310-0000-3700-000-00- -
	123.02
	130-4700-5310-0000-3700-000-00- -
	1,191.50
	Total Check Amount for 965333
	\$4,780.12

Check # 965334, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>TOSHIBA BUSINESS SOLUTIONS CA (004499/2)</u>
2009/10	COPIES FROM 09/02 TO 10/01
	010-5610-1100-1110-2700-038-38- -
	52.37
2009/10	COPIES FROM 09/02 TO 10/01
	010-5610-1100-1110-2700-016-16- -
	12.62
	Total Check Amount for 965334
	\$64.99

Check # 965335, Dated 11/03/2009, Printed (RG000010), PO# P10-00132,Batchld AP11032009

<u>Vendor Payment</u>	<u>MARY TOWNSEND (002539/1)</u>
2009/10	PLAN & FACILITATE STRATEGIC PLANNING
	PROCESS
	010-5800-0000-0000-7100-000-00- -
	4,620.47
	Total Check Amount for 965335
	\$4,620.47

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Check # 965336, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>VERIZON WIRELESS (004236/2)</u>		
2009/10	SERVICE FROM 09/20 TO 10/19		
	010-5930-6502-5050-2200-069-00- -	86.39	
		Total Check Amount for 965336	\$86.39

Check # 965337, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>TEO VILCHEZ (007233/1)</u>		
2009/10	FINGERPRINT REIMB		
	010-5838-0000-0000-7400-000-00- -	20.00	
		Total Check Amount for 965337	\$20.00

Check # 965338, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>DEBORAH WANLIN</u>		
	<u>C/O ALBANY HIGH (003030/1)</u>		
2009/10	REIMB FOR OFFICE SUPPLIES		
	010-4300-9032-1110-4200-038-38- -	42.74	
		Total Check Amount for 965338	\$42.74

Check # 965339, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>WAXIE SANITARY SUPPLY (003910/2)</u>		
2009/10	SANITARY SUPPLIES		
	010-4300-1102-1110-8200-016-16- -	2,338.05	
2009/10	SANITARY SUPPLIES		
	010-4300-1102-1110-8200-038-38- -	2,161.09	
2009/10	SANITARY SUPPLIES		
	010-4300-1102-1110-8200-003-03- -	2,206.19	
		Total Check Amount for 965339	\$6,705.33

Check # 965340, Dated 11/03/2009, Printed (RG000010), PO# ,Batchld AP11032009

<u>Vendor Payment</u>	<u>NIKITA WILLIAMS</u>		
	<u>C/O ALBANY MIDDLE SCHOOL (006292/1)</u>		
2009/10	MILEAGE REIMB 09/16 TO 10/15		
	010-5200-0000-0000-8200-000-00- -	10.94	
		Total Check Amount for 965340	\$10.94

Check # 966075, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

<u>Vendor Payment</u>	<u>ALAMEDA COUNTY OFFICE OF ED (000024/1)</u>		
2009/10	LAMPS		
	010-4300-1102-1110-8200-001-01- -	53.00	
2009/10	LAMPS FOR OVERHEAD		
	010-5600-1100-1110-1000-038-38- -	114.03	
2009/10	LAMPS		
	010-4300-1102-1110-8200-001-01- -	91.09	
		Total Check Amount for 966075	\$258.12

Check # 966076, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

<u>Vendor Payment</u>	<u>ALBANY TIRE SERVICE (004582/1)</u>		
2009/10	BRAKE-ROTOR RESURFACE		
	010-5670-8150-0000-8110-000-00- -	440.63	
		Total Check Amount for 966076	\$440.63

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Check # 966077, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

<u>Vendor Payment</u>	<u>AMERICAN AIR CONDITIONING</u>	
	<u>PLUMBING & HEATING (003408/2)</u>	
2009/10	REPAIR BOILER	
	010-5670-8150-0000-8110-000-00- - 576.46	
2009/10	REPAIR BOILER	
	010-5670-8150-3200-8110-033-00- - 1,590.78	
	Total Check Amount for 966077	\$2,167.24

Check # 966078, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

<u>Vendor Payment</u>	<u>AT&T (005220/4)</u>	
2009/10	09/19-10/18 SERVICE	
	010-5930-0000-1110-8200-001-00- - 5.04	
2009/10	09/19-10/18 SERVICE	
	010-5930-0000-1110-8200-003-00- - 59.06	
2009/10	09/19-10/18 SERVICE	
	010-5930-0000-1110-8200-016-00- - 17.97	
2009/10	09/19-10/18 SERVICE	
	010-5930-0000-1110-8200-003-00- - 163.49	
2009/10	09/19-10/18 SERVICE AHS & MAINT	
	010-5930-0000-1110-8200-038-00- - 71.44	
	010-5930-8150-0000-8200-000-00- - 59.11	
2009/10	09/19-10/18 SERVICE	
	010-5930-0000-0000-8200-000-00- - 181.62	
2009/10	09/19-10/18 SERVICE AAS & OV	
	110-5930-6390-4110-8200-000-00- - 276.93	
	010-5930-0000-1110-8200-004-00- - 17.86	
2009/10	09/19-10/18 SERVICE	
	010-5930-0000-0000-8200-000-00- - 104.90	
2009/10	09/19-10/18 SERVICE DIST & AMS	
	010-5930-0000-0000-8200-000-00- - 109.17	
	010-5930-0000-1110-8200-016-00- - 22.00	
2009/10	09/19-10/18 SERVICE	
	010-5930-0000-1110-8200-038-00- - 239.87	
2009/10	09/19-10/18 SERVICE	
	010-5930-0000-0000-8200-000-00- - 18.82	
2009/10	09/09-10/18 SERVICE	
	010-5930-0000-3200-8200-033-00- - 211.04	
	Total Check Amount for 966078	\$1,558.32

Check # 966079, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

<u>Vendor Payment</u>	<u>ELIZABETH AVERY</u>	
	<u>C/O MARIN SCHOOL (001266/1)</u>	
2009/10	REIMB FOR CLASSROOM SUPPLIES	
	010-4300-9020-1110-1000-003-03- - 53.32	
	Total Check Amount for 966079	\$53.32

Check # 966080, Dated 11/12/2009, Printed (RG000011), PO# P10-00273, Batchld AP11122009A

<u>Vendor Payment</u>	<u>BARNES & NOBLE INC (001667/2)</u>	
2009/10	LEARNING MATERIALS	
	010-4300-3313-5770-1130-000-65- - 511.49	
	Total Check Amount for 966080	\$511.49

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Check # 966081, Dated 11/12/2009, Printed (RG000011), PO# ,BatchId AP11122009A**Vendor Payment****BILL'S UNDERGROUND (007152/1)**

2009/10

CLEAR STORM DRAINS

010-5670-8150-0000-8110-000-00- -

1,200.00

Total Check Amount for 966081**\$1,200.00****Check # 966082, Dated 11/12/2009, Printed (RG000011), PO# ,BatchId AP11122009A****Vendor Payment****DAVID BURKE, AICP/LEED AP (007216/1)**

2009/10

10/09 FACILITY CONSULTING SERVICES

210-5800-0000-0000-8500-000-00- -

2,475.00

Total Check Amount for 966082**\$2,475.00****Check # 966083, Dated 11/12/2009, Printed (RG000011), PO# P10-00309,BatchId AP11122009A****Vendor Payment****DEBORAH BURNS-McCLOSKEY (007218/1)**

2009/10

SPEECH & LANGUAGE SERVICES

010-5825-6500-5750-1180-000-65- -

324.00

2009/10

SPEECH & LANGUAGE SERVICES

010-5825-6500-5750-1180-000-65- -

324.00

Total Check Amount for 966083**\$648.00****Check # 966084, Dated 11/12/2009, Printed (RG000011), PO# P10-00302,BatchId AP11122009A****Vendor Payment****CALIFORNIA LABOR LAW POSTER SE (006677/2)**

2009/10

COMPLETE SET OF 2010 STATE & FED.

POSTERS

010-4300-0000-0000-7400-000-00- -

391.50

Total Check Amount for 966084**\$391.50****Check # 966085, Dated 11/12/2009, Printed (RG000011), PO# P10-00235,BatchId AP11122009A****Vendor Payment****CAMBIUM LEARNING TECHNOLOGIES (002524/2)**

2009/10

SOFTWARE AND LICENSE-SPECIAL ED.

010-4300-3313-5750-1110-000-65- -

5,428.91

2009/10

SOFTWARE AND LICENSE-SPECIAL ED.

010-4300-3313-5750-1110-000-65- -

1,484.56

Total Check Amount for 966085**\$6,913.47****Check # 966086, Dated 11/12/2009, Printed (RG000011), PO# ,BatchId AP11122009A****Vendor Payment****REBECCA CHAKRIN****CORNELL ELEMENTARY (007217/1)**

2009/10

REIMB FOR LAPTOP REPAIR

010-4300-0000-0000-3160-000-00- -

58.07

Total Check Amount for 966086**\$58.07****Check # 966087, Dated 11/12/2009, Printed (RG000011), PO# ,BatchId AP11122009A****Vendor Payment****SUSAN CHARLIP****C/O ALBANY HIGH SCHOOL (001962/1)**

2009/10

09/23/09 MILEAGE REIMB

010-5200-1100-1110-2700-038-38- -

40.72

Total Check Amount for 966087**\$40.72**

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Check # 966088, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment

JOANNE CHUN

C/O SPECIAL SERVICES (001049/1)

2009/10

REIMB FOR SUPPLIES

010-4300-6500-5001-2100-000-65- -

30.72

Total Check Amount for 966088

\$30.72

Check # 966089, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment

CITY OF ALBANY COMMUNITY DEVELOPMENT (000698/4)

2009/10

COMMUNITY DEVELOPMENT

010-4300-0000-0000-7200-000-00- -

100.00

Total Check Amount for 966089

\$100.00

Check # 966090, Dated 11/12/2009, Printed (RG000011), PO# P10-00327,Batchld AP11122009A

Vendor Payment

CLOSE-UP PUBLISHING (001327/1)

2009/10

SOCIAL STUDIES BOOKS

010-4100-0156-1110-1000-038-38- -

1,580.40

010-9560-0156

140.40

Check # 966090, Dated 11/12/2009, Printed (RG000011), PO# P10-00327,Batchld AP11122009A

Total Check Amount for 966090

\$1,440.00

Check # 966091, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment

HSBC BUSINESS SOLUTIONS (006700/1)

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

174.82

Total Check Amount for 966091

\$174.82

Check # 966092, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment

CRISIS PREVENTION INSTITUTE (006299/1)

2009/10

NCI PARTICIPANT WORKBOOK

010-5200-6502-5050-2200-069-00- -

540.80

Total Check Amount for 966092

\$540.80

Check # 966093, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment

DELTA DENTAL CLIENT SERVICES - NORTH (000260/2)

2009/10

10/09 PREMIUM

010-9200- - - - -

4,124.36

2009/10

11/09 PREMIUM

010-9200- - - - -

4,040.63

Total Check Amount for 966093

\$8,164.99

Check # 966094, Dated 11/12/2009, Printed (RG000011), PO# P10-00308,Batchld AP11122009A

Vendor Payment

DEMCO (002457/2)

2009/10

LIBRARY SUPPLIES

010-4300-1100-1110-2420-016-16- -

343.27

Total Check Amount for 966094

\$343.27

Check # 966095, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment

DEBRA DESGROSIELLIER

C/O CORNELL SCHOOL (005645/1)

2009/10

REIMB FOR CLASSROOM SUPPLIES

010-4300-9020-1110-1000-001-01- -

16.88

Total Check Amount for 966095

\$16.88

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Check # 966096, Dated 11/12/2009, Printed (RG000011), PO# P10-00317, Batchld AP11122009A

Vendor Payment	DISCOUNT DIRECT FURNITURE (007225/1)		
2009/10	TABLE		
	120-4300-0000-8500-1000-000-00- -	198.45	
		Total Check Amount for 966096	\$198.45

Check # 966097, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment	EBMUD (000224/2)		
2009/10	08/26-10/24 SERVICE		
	110-5555-6390-4110-8200-000-00- -	279.80	
2009/10	08/26-10/24 SERVICE		
	010-5555-0000-1110-8200-038-00- -	352.26	
2009/10	08/26-10/24 SERVICE		
	010-5555-0000-1110-8200-038-00- -	1,369.42	
		Total Check Amount for 966097	\$2,001.48

Check # 966098, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment	JOHN FERRIS (007240/1)		
2009/10	REIMB FOR 1999 & 2005 PARCEL TAX REIMB		
	010-8621-9031- - - - -	1,022.68	
	010-8621-9032- - - - -	1,041.90	
		Total Check Amount for 966098	\$2,064.58

Check # 966099, Dated 11/12/2009, Printed (RG000011), PO# P10-00148, Batchld AP11122009A

Vendor Payment	FIRSTGROUP AMERICA (007019/2)		
2009/10	09/10 BUS TRANSPORTATION		
	010-5810-9021-1110-4200-038-38- -	496.00	
2009/10	09/10 BUS TRANSPORTATION		
	010-5810-9021-1110-4200-038-38- -	496.00	
		Total Check Amount for 966099	\$992.00

Check # 966100, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment	GLOBAL SPECIALTIES DIRECT INC. (007243/1)		
2009/10	HARDWARE		
	010-4300-8150-1110-8110-016-00- -	359.98	
		Total Check Amount for 966100	\$359.98

Check # 966101, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment	CLELL HOFFMAN		
	C/O CENTRAL KITCHEN (006654/1)		
2009/10	MILEAGE REIMB 09/04-10/23		
	130-5200-5310-0000-3700-000-00- -	168.87	
		Total Check Amount for 966101	\$168.87

Check # 966102, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment	CINNA HUNTER		
	C/O SPECIAL SERVICES (000198/1)		
2009/10	REIMB TECH CONFERENCE		
	010-5200-6500-5001-2100-000-65- -	266.40	
2009/10	REIMB FOR SUPPLIES-SPECIAL ED.		
	010-4300-6500-5001-3140-000-65- -	50.27	
		Total Check Amount for 966102	\$316.67

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Check # 966103, Dated 11/12/2009, Printed (RG000011), PO# P10-00055, BatchId AP11122009A

Vendor Payment **INGRAM LIBRARY SERVICES (001080/2)**

2009/10 SOUND & SENSE
010-4100-0156-1110-1000-038-38- -

550.90

Total Check Amount for 966103 \$550.90

Check # 966104, Dated 11/12/2009, Printed (RG000011), PO# , BatchId AP11122009A

Vendor Payment **J & R FENCE INC. (007239/1)**

2009/10 POST STRUCTURAL PIPE
010-4300-8150-0000-8110-000-00- -

157.16

Total Check Amount for 966104 \$157.16

Check # 966105, Dated 11/12/2009, Printed (RG000011), PO# , BatchId AP11122009A

Vendor Payment **HELEN JIANG**
C/O CENTRAL KITCHEN (006365/1)

2009/10 SHOE REIMB
130-4300-5310-0000-3700-000-00- -

80.00

Total Check Amount for 966105 \$80.00

Check # 966106, Dated 11/12/2009, Printed (RG000011), PO# , BatchId AP11122009A

Vendor Payment **AMY KOSOREK**
C/O ALBANY HIGH SCHOOL (007094/1)

2009/10 REIMB FOR CLASSROOM SUPPLIES
010-4300-0395-1133-1000-038-38- -

132.52

Total Check Amount for 966106 \$132.52

Check # 966107, Dated 11/12/2009, Printed (RG000011), PO# , BatchId AP11122009A

Vendor Payment **CATHERINE LAWRENCE**
C/O SPECIAL SERVICES (005760/1)

2009/10 REIMB FOR CLASSROOM SUPPLIES
010-4300-6500-5750-1110-039-65- -

326.15

Total Check Amount for 966107 \$326.15

Check # 966108, Dated 11/12/2009, Printed (RG000011), PO# P09-00609, BatchId AP11122009A

Vendor Payment **BELINDA LUM (004096/1)**

2009/10 E RATE CONSULTING & SERVICES
010-9500-9031- - - - -
010-5825-9031-0000-7700-000-00- -

4,050.00

Total Check Amount for 966108 \$4,050.00

Check # 966109, Dated 11/12/2009, Printed (RG000011), PO# , BatchId AP11122009A

Vendor Payment **MADELINE MEYER RILEY, MFT (007241/1)**

2009/10 PRESENTER- STAFF DEVELOPMENT ACC
120-4300-0000-8500-1000-000-00- -

500.00

Total Check Amount for 966109 \$500.00

Check # 966110, Dated 11/12/2009, Printed (RG000011), PO# , BatchId AP11122009A

Vendor Payment **NATIONAL GEOGRAPHIC (006059/4)**

2009/10 09/10 PIONEER SUBSCRIPTION
010-4300-9020-1110-1000-003-03- -

369.32

Total Check Amount for 966110 \$369.32

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Check # 966111, Dated 11/12/2009, Printed (RG000011), PO# P10-00325, BatchId AP11122009A

<u>Vendor Payment</u>	<u>OFFICE DEPOT (000048/1)</u>		
2009/10	SUPPLIES		
	010-4300-9020-1110-1000-001-01- -	543.78	
2009/10	GLUE STICKS		
	010-4300-9006-1110-1000-001-01- -	9.55	
2009/10	OFFICE SUPPLIES		
	010-4300-1100-3200-2700-033-33- -	94.79	
2009/10	SUPPLIES		
	010-4300-0000-0000-7100-000-00- -	72.72	
2009/10	BINDERS		
	010-4300-6500-5001-2100-000-65- -	37.40	
	Total Check Amount for 966111		\$758.24

Check # 966112, Dated 11/12/2009, Printed (RG000011), PO# P10-00267, BatchId AP11122009A

<u>Vendor Payment</u>	<u>NCS PEARSON, INC. (006157/2)</u>		
2009/10	TEST OF BASIC CONCEPTS		
	010-4300-3313-5050-3160-000-65- -	14,849.28	
	010-4300-3319-5730-3160-000-65- -	3,401.94	
	Total Check Amount for 966112		\$18,251.22

Check # 966113, Dated 11/12/2009, Printed (RG000011), PO# P10-00324, BatchId AP11122009A

<u>Vendor Payment</u>	<u>PEDIATRIC CONTRACTING SERVICES (007227/1)</u>		
2009/10	PHYSICAL THERAPY SERVICES		
	010-5825-6500-5750-1180-000-65- -	352.00	
2009/10	PHYSICAL THERAPY SERVICES		
	010-5825-6500-5750-1180-000-65- -	264.00	
2009/10	PHYSICAL THERAPY SERVICES		
	010-5825-6500-5750-1180-000-65- -	704.00	
	Total Check Amount for 966113		\$1,320.00

Check # 966114, Dated 11/12/2009, Printed (RG000011), PO# P10-00056, BatchId AP11122009A

<u>Vendor Payment</u>	<u>PERMA-BOUND BOOK (000710/1)</u>		
2009/10	BOOKS		
	010-4100-0156-1110-1000-038-38- -	134.90	
	Total Check Amount for 966114		\$134.90

Check # 966115, Dated 11/12/2009, Printed (RG000011), PO# , BatchId AP11122009A

<u>Vendor Payment</u>	<u>PG&E (000029/1)</u>		
2009/10	09/03-10/23 SERVICE		
	010-5520-0000-1110-8200-004-00- -	3,491.13	
	010-5520-0000-1110-8200-001-00- -	2,526.23	
	010-5520-0000-1110-8200-003-00- -	3,568.02	
	010-5520-0000-3200-8200-033-00- -	483.49	
	110-5520-6390-4110-8200-000-00- -	709.91	
	Total Check Amount for 966115		\$10,778.78

Check # 966116, Dated 11/12/2009, Printed (RG000011), PO# , BatchId AP11122009A

<u>Vendor Payment</u>	<u>MARTIN PLACE</u> <u>C/O ALBANY MIDDLE SCHOOL (006380/1)</u>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-1100-1110-1000-016-16- -	126.02	
	Total Check Amount for 966116		\$126.02

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Check # 966117, Dated 11/12/2009, Printed (RG000011), PO# P10-00008, BatchId AP11122009A

Vendor Payment **PRUDENTIAL OVERALL SUPPLY (005371/1)**

2009/10	09/10 UNIFORM SERVICE		
	010-5800-0000-0000-8200-000-00- -	160.10	
			Total Check Amount for 966117
			\$160.10

Check # 966118, Dated 11/12/2009, Printed (RG000011), PO# P10-00326, BatchId AP11122009A

Vendor Payment **QUALITY BEHAVIORAL OUTCOMES (005607/1)**

2009/10	09/10 BID SERVICES		
	010-5825-6500-5750-1180-000-65- -	387.39	
	010-5800-3319-5730-1190-000-65- -	32.61	
	010-5800-3313-5770-1190-000-65- -	75.00	
2009/10	09/10 BID SERVICES		
	010-5825-6500-5750-1180-000-65- -	193.70	
	010-5800-3319-5730-1190-000-65- -	16.30	
	010-5800-3313-5770-1190-000-65- -	37.50	
			Total Check Amount for 966118
			\$742.50

Check # 966119, Dated 11/12/2009, Printed (RG000011), PO# P10-00015, BatchId AP11122009A

Vendor Payment **RICOH AMERICAS CORP.. (001524/6)**

2009/10	09/10 LEASE & MAINT FOR COPIERS		
	120-5611-0000-8500-5000-000-00- -	212.15	
			Total Check Amount for 966119
			\$212.15

Check # 966120, Dated 11/12/2009, Printed (RG000011), PO# P10-00088, BatchId AP11122009A

Vendor Payment **PABLO E. SANCHEZ (006278/1)**

2009/10	09/10 GROUNDS MAINT.		
	010-5825-0000-0000-8200-000-00- -	1,500.00	
			Total Check Amount for 966120
			\$1,500.00

Check # 966121, Dated 11/12/2009, Printed (RG000011), PO# P10-00283, BatchId AP11122009A

Vendor Payment **STAR ACADEMY (006822/1)**

2009/10	09/10 BASIC ED SERVICES		
	010-5825-6500-5750-1180-000-65- -	7,638.00	
			Total Check Amount for 966121
			\$7,638.00

Check # 966122, Dated 11/12/2009, Printed (RG000011), PO# P10-00017, BatchId AP11122009A

Vendor Payment **SUMMITVIEW SCHOOL (005618/2)**

2009/10	09/10 BASIC ED & TRANS SERVICES		
	010-5825-6500-5750-1190-000-65- -	7,348.80	
			Total Check Amount for 966122
			\$7,348.80

Check # 966123, Dated 11/12/2009, Printed (RG000011), PO# P10-00145, BatchId AP11122009A

Vendor Payment **QUANTA RECEIVABLES LP-SUNESYS (006974/2)**

2009/10	MONTHLY LICENSE FEE FOR MANAGED SERVICES-TECHNOLOGY		
	010-5825-9031-0000-7700-000-00- -	2,739.22	
			Total Check Amount for 966123
			\$2,739.22

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Check # 966124, Dated 11/12/2009, Printed (RG000011), PO# P10-00331, BatchId AP11122009A**Vendor Payment****SUPER DUPER PUBLICATIONS (004392/1)**

2009/10

SPEECH ASSESSMENT TOOL

010-4300-3319-5770-3150-000-65- -

203.04

Total Check Amount for 966124**\$185.00****Check # 966125, Dated 11/12/2009, Printed (RG000011), PO# ,BatchId AP11122009A****Vendor Payment****RENEE THERIAULT****C/O OCEAN VIEW SCHOOL (006688/1)**

2009/10

REIMB FOR CLASSROOM SUPPLIES

010-4300-9020-1110-1000-004-04- -

103.89

Total Check Amount for 966125**\$103.89****Check # 966126, Dated 11/12/2009, Printed (RG000011), PO# ,BatchId AP11122009A****Vendor Payment****THURBON & McHANEY, L.P. (007242/1)**

2009/10

LEGAL SERVICES

010-5826-0000-0000-7100-000-00- -

585.00

Total Check Amount for 966126**\$585.00****Check # 966127, Dated 11/12/2009, Printed (RG000011), PO# P10-00224, BatchId AP11122009A****Vendor Payment****TOM SNYDER PRODUCTIONS (001389/2)**

2009/10

FAST MATH

010-4300-3313-5770-1120-000-65- -

2,034.77

Total Check Amount for 966127**\$2,034.77****Check # 966128, Dated 11/12/2009, Printed (RG000011), PO# ,BatchId AP11122009A****Vendor Payment****LISA WARREN****C/O CORNELL SCHOOL (003170/1)**

2009/10

REIMB FOR CLASSROOM SUPPLIES

010-4300-9020-1110-1000-001-01- -

87.72

Total Check Amount for 966128**\$87.72****Check # 966129, Dated 11/12/2009, Printed (RG000011), PO# ,BatchId AP11122009A****Vendor Payment****WASTE MANAGEMENT OF ALAMEDA (001541/2)**

2009/10

10/09 PICK-UP

010-5515-0000-1110-8200-001-00- -

386.60

2009/10

10/09 PICK-UP

010-5515-0000-1110-8200-016-00- -

1,114.89

2009/10

10/09 PICK-UP

010-5515-0000-1110-8200-004-00- -

724.86

2009/10

10/09 PICK-UP

010-5515-0000-1110-8200-016-00- -

20.52

2009/10

10/09 PICK-UP

110-5515-6390-4110-8200-000-00- -

2009/10

10/09 PICK-UP

010-5515-0000-1110-8200-001-00- -

193.30

2009/10

10/09 PICK-UP

010-5515-0000-1110-8200-003-00- -

550.76

2009/10

10/09 PICK-UP

110-5515-6390-4110-8200-000-00- -

96.64

2009/10

10/09 PICK-UP

010-5515-0000-1110-8200-038-00- -

1,159.77

2009/10

10/09 PICK-UP

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2009/10 010-5515-0000-3200-8200-033-00- - 307.09
10/09 PICK-UP
010-5515-0000-1110-8200-038-00- - 773.18
Total Check Amount for 966129 \$5,327.61

Check # 966130, Dated 11/12/2009, Printed (RG000011), PO# ,Batchld AP11122009A

Vendor Payment **WAXIE SANITARY SUPPLY (003910/2)**
2009/10 SANITARY SUPPLIES
010-4300-0000-0000-8200-000-00- - 207.53
2009/10 SANITARY SUPPLIES
120-4300-0000-8500-8200-000-00- - 218.60
2009/10 SANITARY SUPPLIES
010-4300-1102-1110-8200-016-16- - 749.66
2009/10 SANITARY SUPPLIES
010-4300-1102-1110-8200-016-16- - 2,204.26
2009/10 SANITARY SUPPLIES
010-4300-1102-1110-8200-016-16- - 248.10
2009/10 SANITARY SUPPLIES
010-4300-1102-1110-8200-004-04- - 1,216.61
2009/10 SANITARY SUPPLIES
010-4300-1102-1110-8200-004-04- - 993.03
2009/10 SANITARY SUPPLIES
010-4300-1102-1110-8200-003-03- - 1,078.11
Total Check Amount for 966130 \$6,915.90

Check # 966131, Dated 11/12/2009, Printed (RG000011), PO# P10-00334,Batchld AP11122009A

Vendor Payment **WILCO SUPPLY (000135/1)**
2009/10 LOCKSMITH MATERIALS
010-4300-8150-0000-8110-000-00- - 161.03
Total Check Amount for 966131 \$161.03

Check # 966132, Dated 11/12/2009, Printed (RG000011), PO# P10-00204,Batchld AP11122009A

Vendor Payment **WILLIAMS SCOTSMAN, INC. (005507/2)**
2009/10 PORTABLE RENT-MARIN
010-5621-0000-1110-8700-003-00- - 443.39
2009/10 09/10 PORTABLE CLASSROOM-CORNELL
250-5621-0000-0000-8700-001-00- - 624.48
2009/10 09/10 PORTABLE CLASSROOM-CORNELL
250-5621-0000-0000-8700-001-00- - 611.31
Total Check Amount for 966132 \$1,679.18

Check # 971030, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A

Vendor Payment **ALAMEDA COUNTY OFFICE OF ED (000024/1)**
2009/10 LAMPS
010-4300-1102-1110-8200-004-04- - 84.86
2009/10 OVERHEAD PROJECTOR LAMPS
010-4300-1102-1110-8200-016-16- - 102.39
2009/10 OVERHEAD PROJECTOR LAMPS
010-4300-1102-1110-8200-016-16- - 135.87
2009/10 OVERHEAD PROJECTOR LAMPS
010-4300-1102-1110-8200-016-16- - 99.32
Total Check Amount for 971030 \$422.44

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Check # 971031, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A

<u>Vendor Payment</u>	<u>ERIC ANGRESS (007151/1)</u>		
2009/10	REPAIRS-O.V. FRIG. & MARIN HVAC		
	010-5670-8150-0000-8110-000-00- -	1,200.00	
		Total Check Amount for 971031	\$1,200.00

Check # 971032, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A

<u>Vendor Payment</u>	<u>ALBANY UNIFIED REVOLVING FUND (000276/1)</u>		
2009/10	REIMB REVOLVING/EBMUD FIRE REVIEW FEE		
	010-5800-8150-0000-8110-000-00- -	299.00	
		Total Check Amount for 971032	\$299.00

Check # 971033, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A

<u>Vendor Payment</u>	<u>AL BAKER</u>		
	<u>TRANSPORTATION (000318/1)</u>		
2009/10	REIMB FOR TRANSPORTATION SUPPLIES		
	010-4300-6500-5750-1190-000-65- -	17.52	
		Total Check Amount for 971033	\$17.52

Check # 971034, Dated 11/18/2009, Printed (RG000012), PO# P10-00345,Batchld AP11182009A

<u>Vendor Payment</u>	<u>BANANAS AT LARGE (002447/1)</u>		
2009/10	PORTABLE PA SYSTEM		
	010-4300-9020-1110-1000-001-01- -	301.81	
		Total Check Amount for 971034	\$301.81

Check # 971035, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A

<u>Vendor Payment</u>	<u>BERKELEY FARMS</u>		
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	108.43	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	54.22	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	98.14	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	217.62	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	18.07	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	72.29	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	54.22	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	18.39	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	61.50	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	100.11	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	18.39	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	36.79	
2009/10	DAIRY (ACC)		
	120-4700-5320-8500-3700-000-00- -	266.70	

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2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	55.18
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	67.82
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	151.57
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	126.64
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	73.87
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	54.22
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	108.19
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	55.75
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	18.39
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	72.49
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	112.10
2009/10	DAIRY (ACC)	
	120-4700-5320-8500-3700-000-00- -	179.53
	Total Check Amount for 971035	\$2,200.62

Check # 971036, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A

Vendor Payment	<u>LINDA BISHOP</u>
	<u>C/O MARIN SCHOOL (003854/1)</u>
2009/10	REIMB FOR CLASSROOM SUPPLIES
	010-4300-9020-1110-1000-003-03- -
	47.14
	Total Check Amount for 971036
	\$47.14

Check # 971037, Dated 11/18/2009, Printed (RG000012), PO# P08-00979, Batchld AP11182009A

Vendor Payment	<u>BOLLO CONSTRUCTION INC. (006579/1)</u>
2009/10	POOL PROJECT
	210-6265-1711-0000-8500-005-00- -
	8,500.00
	Total Check Amount for 971037
	\$8,500.00

Check # 971039, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A

Vendor Payment	<u>LUCY BRYNDZA</u>
	<u>C/O ALBANY MIDDLE (005738/1)</u>
2009/10	REIMB FOR CLASSROOM SUPPLIES
	010-4300-1100-1110-1000-016-16- -
	144.78
	Total Check Amount for 971039
	\$144.78

Check # 971040, Dated 11/18/2009, Printed (RG000012), PO# P10-00238, Batchld AP11182009A

Vendor Payment	<u>CCS PRESENTATION SYSTEMS, INC. (006246/2)</u>
2009/10	12 SMART OVERLAYS-TECHNOLOGY
	010-4400-3313-5750-1110-000-65- -
	35,871.25
	Total Check Amount for 971040
	\$35,871.25

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Check # 971041, Dated 11/18/2009, Printed (RG000012), PO# P10-00117, BatchId AP11182009A

<u>Vendor Payment</u>	<u>CENTER FOR EARLY INT. ON DEAFNESS (006336/1)</u>		
2009/10	09/10 SPECIALIZED INSTRUCTION		
	010-5825-6500-5750-3150-000-65- -	572.77	
	010-5825-6500-5750-1110-000-65- -	2,960.87	
	010-5825-6500-5750-3140-000-65- -	437.36	
		Total Check Amount for 971041	\$3,971.00

Check # 971042, Dated 11/18/2009, Printed (RG000012), PO# P10-00020, BatchId AP11182009A

<u>Vendor Payment</u>	<u>CIT TECHNOLOGY FINANCING SERV (000027/2)</u>		
2009/10	09/10 COPIER LEASE		
	010-5611-6502-5050-2200-069-00- -	153.33	
		Total Check Amount for 971042	\$153.33

Check # 971043, Dated 11/18/2009, Printed (RG000012), PO# , BatchId AP11182009A

<u>Vendor Payment</u>	<u>COMCAST (007100/1)</u>		
2009/10	DIGITAL TO ANALOG BOXES		
	010-5611-1100-1110-2700-016-16- -	145.42	
		Total Check Amount for 971043	\$145.42

Check # 971044, Dated 11/18/2009, Printed (RG000012), PO# , BatchId AP11182009A

<u>Vendor Payment</u>	<u>DEPARTMENT OF JUSTICE (000604/1)</u>		
2009/10	09/09 FINGERPRINTS		
	010-5838-0000-0000-7400-000-00- -	224.00	
2009/10	10/09 FINGERPRINTS		
	010-5838-0000-0000-7400-000-00- -	403.00	
		Total Check Amount for 971044	\$627.00

Check # 971045, Dated 11/18/2009, Printed (RG000012), PO# , BatchId AP11182009A

<u>Vendor Payment</u>	<u>EBMUD (000224/2)</u>		
2009/10	09/02-10/30 SERVICE		
	010-5555-0000-1110-8200-038-00- -	556.30	
2009/10	09/02-10/30 SERVICE		
	010-5555-0000-8100-8200-005-00- -	225.50	
		Total Check Amount for 971045	\$781.80

Check # 971046, Dated 11/18/2009, Printed (RG000012), PO# , BatchId AP11182009A

<u>Vendor Payment</u>	<u>FENCECORP INC. (007122/2)</u>		
2009/10	SOUND FENCE-RETENTION		
	210-6259-1710-0000-8500-020-00- -	70,308.94	
2009/10	SOUND FENCE-RETENTION		
	210-6259-1710-0000-8500-020-00- -	15,273.04	
2009/10	SOUND FENCE-RETENTION		
	210-6259-1710-0000-8500-020-00- -	6,742.60	
2009/10	SOUND FENCE-RETENTION		
	210-6259-1710-0000-8500-020-00- -	3,992.36	
2009/10	SOUND FENCE-RETENTION/FINAL		
	210-6259-1710-0000-8500-020-00- -	7,812.11	
		Total Check Amount for 971046	\$104,129.05

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<u>Vendor Payment</u>	<u>HAPPY PRODUCE (000391/1)</u>		
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	180.60	
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	180.20	
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	248.15	
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	163.40	
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	144.00	
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	137.75	
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	126.35	
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	146.00	
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	143.50	
2009/10	PRODUCE		
	120-4700-5320-8500-3700-000-00- -	93.00	
	Total Check Amount for 971047		\$1,562.95

Check # 971048, Dated 11/18/2009, Printed (RG000012), PO# ,BatchId AP11182009A

<u>Vendor Payment</u>	<u>CLELL HOFFMAN</u>		
	<u>C/O CENTRAL KITCHEN (006654/1)</u>		
2009/10	REIMB FOR FOOD		
	130-4700-5310-0000-3700-000-00- -	39.73	
	Total Check Amount for 971048		\$39.73

Check # 971049, Dated 11/18/2009, Printed (RG000012), PO# ,BatchId AP11182009A

<u>Vendor Payment</u>	<u>MAGGIORA BAKING CO (000577/1)</u>		
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	168.20	
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	16.80	
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	39.20	
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	134.80	
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	100.60	
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	127.40	
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	223.20	
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	209.80	
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	187.00	
2009/10	FOOD (ACC)		
	120-4700-5320-8500-3700-000-00- -	190.00	
	Total Check Amount for 971049		\$1,397.00

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Check # 971050, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A**Vendor Payment****MOLLY McDONALD****C/O MARIN SCHOOL (007245/1)**

2009/10

REIMB FOR FIELD TRIP COSTS

010-5810-9020-1110-1000-003-03- -

270.00

Total Check Amount for 971050**\$270.00****Check # 971051, Dated 11/18/2009, Printed (RG000012), PO# P10-00135,Batchld AP11182009A****Vendor Payment****HELEN C MILLER (005929/1)**

2009/10

09/10 ASSISTIVE TECH SERVICES

010-5825-6500-5750-1190-000-65- -

5,130.00

Total Check Amount for 971051**\$5,130.00****Check # 971052, Dated 11/18/2009, Printed (RG000012), PO# P10-00188,Batchld AP11182009A****Vendor Payment****MARGARET MOWRY EVANS (006754/1)**

2009/10

CASE MANAGEMENT & SPECIALIZED
ACADEMIC INSTRUCTION

010-5825-6500-5750-1190-000-65- -

1,207.50

Total Check Amount for 971052**\$1,207.50****Check # 971053, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A****Vendor Payment****SUZANNE NELSON****C/O SELPA (001231/1)**

2009/10

REIMB FOR POSTAGE

010-5910-6502-5050-2200-069-00- -

13.45

2009/10

REIMB FOR SELPA CONFERENCE EXPENSES

010-5200-6502-5050-2200-069-00- -

653.68

Total Check Amount for 971053**\$667.13****Check # 971054, Dated 11/18/2009, Printed (RG000012), PO# P10-00341,Batchld AP11182009A****Vendor Payment****OFFICE DEPOT (000048/1)**

2009/10

SUPPLIES

010-4300-9020-1110-1000-003-03- -

404.90

2009/10

SUPPLIES

010-4300-1100-1110-1000-016-16- -

880.74

2009/10

SUPPLIES

010-4300-0000-0000-7200-000-00- -

62.82

2009/10

SUPPLIES-TECH

010-4300-0000-0000-7700-000-77- -

161.68

Total Check Amount for 971054**\$1,510.14****Check # 971055, Dated 11/18/2009, Printed (RG000012), PO# P10-00115,Batchld AP11182009A****Vendor Payment****PARTNERSHIP FOR AUGMENTIVE****COMMUNICATION & TECHNOLOGY (006057/1)**

2009/10

09/10 AUGMENTATIVE & ASSISTIVE TECH
SERVICES

010-5825-6500-5750-1180-000-65- -

95.00

Total Check Amount for 971055**\$95.00**

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Check # 971056, Dated 11/18/2009, Printed (RG000012), PO# ,BatchId AP11182009A

<u>Vendor Payment</u>	<u>MELISA PFOHL</u>
	<u>C/O MARIN ELEM (005970/1)</u>
2009/10	REIMB FOR FIELD TRIP SUPPLIES
	010-5810-9020-1110-1000-003-03- -
	270.00
Total Check Amount for 971056	
	\$270.00

Check # 971057, Dated 11/18/2009, Printed (RG000012), PO# ,BatchId AP11182009A

<u>Vendor Payment</u>	<u>PG&E (000029/1)</u>
	<u>10/03-11/03 SERVICE</u>
2009/10	010-5520-0000-1110-8200-003-00- -
	82.17
Total Check Amount for 971057	
	\$82.17

Check # 971058, Dated 11/18/2009, Printed (RG000012), PO# P10-00185,BatchId AP11182009A

<u>Vendor Payment</u>	<u>PITNEY BOWES (001851/5)</u>
	<u>09/10 POSTAGE MACHINE LEASE</u>
2009/10	010-5610-1100-1110-2700-038-38- -
	50.00
Total Check Amount for 971058	
	\$50.00

Check # 971059, Dated 11/18/2009, Printed (RG000012), PO# ,BatchId AP11182009A

<u>Vendor Payment</u>	<u>DEBORAH B PLACE</u>
	<u>C/O ALBANY MIDDLE SCHOOL (004084/1)</u>
2009/10	REIMB FOR CLASSROOM SUPPLIES
	010-4300-1100-1110-1000-016-16- -
	26.17
Total Check Amount for 971059	
	\$26.17

Check # 971060, Dated 11/18/2009, Printed (RG000012), PO# P10-00008,BatchId AP11182009A

<u>Vendor Payment</u>	<u>PRUDENTIAL OVERALL SUPPLY (005371/1)</u>
2009/10	09/10 UNIFORM SERVICE
	010-5800-0000-0000-8200-000-00- -
	160.10
2009/10	09/10 UNIFORM SERVICE
	010-5800-0000-0000-8200-000-00- -
	160.10
Total Check Amount for 971060	
	\$320.20

Check # 971061, Dated 11/18/2009, Printed (RG000012), PO# P10-00326,BatchId AP11182009A

<u>Vendor Payment</u>	<u>QUALITY BEHAVIORAL OUTCOMES (005607/2)</u>
2009/10	09/10 BID SERVICES
	010-5825-6500-5750-1180-000-65- -
	1,377.39
	010-5800-3313-5770-1190-000-65- -
	266.67
	010-5800-3319-5730-1190-000-65- -
	115.94
Total Check Amount for 971061	
	\$1,760.00

Check # 971062, Dated 11/18/2009, Printed (RG000012), PO# P09-00920,BatchId AP11182009A

<u>Vendor Payment</u>	<u>R.C. KNAPP INC. (004522/1)</u>
2009/10	POOL DEMOLITION PROJECT
	210-6253-1711-0000-8500-005-00- -
	27,388.10
Total Check Amount for 971062	
	\$27,388.10

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Check # 971063, Dated 11/18/2009, Printed (RG000012), PO# P10-00285, Batchld AP11182009A**Vendor Payment** RECORDING FOR THE BLIND &DYSLEXIC (005415/1)

2009/10

RFBD MEMBERSHIP

010-5300-3313-5001-2100-000-65- -

350.00

Total Check Amount for 971063**\$350.00****Check # 971064, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A****Vendor Payment** PABLO E. SANCHEZ (006278/1)

2009/10

EXTRA GROUNDS MAINT.

010-5670-8150-0000-8110-000-00- -

3,500.00

Total Check Amount for 971064**\$3,500.00****Check # 971065, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A****Vendor Payment** AT&T (000037/1)

2009/10

10/28-11/27 SERVICE

010-5930-6502-5050-2200-069-00- -

282.78

Total Check Amount for 971065**\$282.78****Check # 971066, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A****Vendor Payment** SCHOLASTIC BOOK CLUB (000149/4)

2009/10

SCHOLASTIC BOOK

010-4300-9020-1110-1000-003-03- -

5.00

Total Check Amount for 971066**\$5.00****Check # 971067, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A****Vendor Payment** MARGARET SHEPHERD

2009/10

C/O MARIN SCHOOL (000289/1)

REIMB FOR CLASSROOM SUPPLIES

010-5810-9020-1110-1000-003-03- -

137.50

Total Check Amount for 971067**\$137.50****Check # 971068, Dated 11/18/2009, Printed (RG000012), PO# P10-00019, Batchld AP11182009A****Vendor Payment** STAR ELEVATOR INC-ATLAS ELEVATOR CO (000998/1)

2009/10

09/10 ELEVATOR SERVICE

010-5610-0000-1110-8200-038-00- -

291.86

Total Check Amount for 971068**\$291.86****Check # 971069, Dated 11/18/2009, Printed (RG000012), PO# P10-00116, Batchld AP11182009A****Vendor Payment** STARFISH THERAPIES (006664/1)

2009/10

09/10 PHYSICAL THERAPY SERVICES

010-5825-0000-1110-3140-000-00- -

315.00

2009/10

09/10 PHYSICAL THERAPY SERVICES

010-5825-0000-1110-3140-000-00- -

525.00

Total Check Amount for 971069**\$840.00****Check # 971070, Dated 11/18/2009, Printed (RG000012), PO# ,Batchld AP11182009A****Vendor Payment** STATE WATER RESOURCES CONTROL

2009/10

ATTN: ANNUAL STORMWATER FEES (001811/2)

ANNUAL PERMIT FEE 10/01/09-09/30/10

210-6225-1710-0000-8500-020-00- -

491.00

Total Check Amount for 971070**\$491.00**

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Check # 971071, Dated 11/18/2009, Printed (RG000012), PO# ,BatchId AP11182009A**Vendor Payment SYSKO FOOD SERVICES OF S.F.INCFILE # 71261 (000565/2)**

2009/10	FOOD & SUPPLIES (ACC)	
	120-4710-5320-8500-3700-000-00- -	169.18
	120-4700-5320-8500-3700-000-00- -	2,671.29
2009/10	FOOD & SUPPLIES (ACC)	
	120-4700-5320-8500-3700-000-00- -	2,149.29
	120-4710-5320-8500-3700-000-00- -	54.96
2009/10	FOOD & SUPPLIES (ACC)	
	120-4700-5320-8500-3700-000-00- -	115.70
	120-4710-5320-8500-3700-000-00- -	
2009/10	FOOD & SUPPLIES (ACC)	
	120-4710-5320-8500-3700-000-00- -	
	120-4700-5320-8500-3700-000-00- -	177.82

Total Check Amount for 971071 \$5,338.24**Check # 971072, Dated 11/18/2009, Printed (RG000012), PO# P10-00005,BatchId AP11182009A****Vendor Payment TOSHIBA FINANCIAL SERVICES (004499/4)**

2009/10	09/10 COPIER LEASE	
	010-5611-0000-1110-2700-001-00- -	879.59
	010-5611-0000-1110-2700-003-00- -	879.59
	010-5611-0000-1110-2700-004-00- -	879.59
	010-5611-0000-1110-2700-016-00- -	879.59
	010-5611-0000-1110-2700-038-00- -	1,759.15

Total Check Amount for 971072 \$5,277.51**Check # 971073, Dated 11/18/2009, Printed (RG000012), PO# ,BatchId AP11182009A****Vendor Payment WAXIE SANITARY SUPPLY (003910/2)**

2009/10	SANITARY SUPPLIES	
	010-4300-1102-1110-8200-016-16- -	1,495.45

Total Check Amount for 971073 \$1,495.45**Check # 971074, Dated 11/18/2009, Printed (RG000012), PO# ,BatchId AP11182009A****Vendor Payment WILKINSON & HADLEY, LLP (005263/1)**

2009/10	90% 2009 AUDIT	
	010-5820-0000-0000-7100-000-00- -	15,540.00

Total Check Amount for 971074 \$15,540.00**Check # 971075, Dated 11/18/2009, Printed (RG000012), PO# P10-00387,BatchId AP11182009A****Vendor Payment YMCA POINT BONITA OUTDOOR & (004873/1)**

2009/10	03/01/10-03/03/10 FIELD TRIP-DEPOSIT	
	010-5810-9020-1110-1000-001-01- -	4,214.75

Total Check Amount for 971075 \$4,214.75**Check # 971403, Dated 11/20/2009, Printed (RG000013), PO# ,BatchId AP11202009****Vendor Payment ARROW GLASS COMPANY (000385/1)**

2009/10	GLASS	
	010-5670-8150-1110-8110-001-00- -	248.76

Total Check Amount for 971403 \$248.76

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Check # 971404, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

<u>Vendor Payment</u>	<u>BERKELEY FARMS (006683/1)</u>		
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	202.02	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	105.84	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	119.07	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	284.19	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	52.92	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	66.15	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	52.92	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	66.15	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	66.15	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	60.05	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	105.84	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	179.78	
		Total Check Amount for 971404	\$1,361.08

Check # 971405, Dated 11/20/2009, Printed (RG000013), PO# P10-00092,Batchld AP11202009

<u>Vendor Payment</u>	<u>BEYOND THE CLASSROOM (000107/1)</u>		
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	196.00	
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	1,379.00	
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	63.00	
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	756.00	
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	245.00	
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	840.00	
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	217.00	
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	70.00	
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	336.00	
2009/10	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		

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2009/10	010-5825-6500-5750-1180-000-65- -	210.00	
	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
2009/10	010-5825-6500-5750-1180-000-65- -	42.00	
	09/10 DEAF/HARD OF HEARING/AUDIOLOGICAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	126.00	
	Total Check Amount for 971405		\$4,480.00

Check # 971406, Dated 11/20/2009, Printed (RG000013), PO# ,BatchId AP11202009

Vendor Payment	<u>BILL'S UNDERGROUND (007152/1)</u>		
2009/10	EMERGENCY REPAIRS TO SEWER LINE/POOL		
	210-6253-1711-0000-8500-005-00- -	8,550.00	
	Total Check Amount for 971406		\$8,550.00

Check # 971407, Dated 11/20/2009, Printed (RG000013), PO# P10-00114,BatchId AP11202009

Vendor Payment	<u>CHILDREN'S LEARNING CENTER (000103/1)</u>		
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	2,805.00	
	Total Check Amount for 971407		\$2,805.00

Check # 971408, Dated 11/20/2009, Printed (RG000013), PO# ,BatchId AP11202009

Vendor Payment	<u>COMTEL SERVICE COMPANY (000772/2)</u>		
2009/10	BELLS/CLOCKS MAINT.		
	010-5670-8150-1110-8110-004-00- -	350.00	
	Total Check Amount for 971408		\$350.00

Check # 971409, Dated 11/20/2009, Printed (RG000013), PO# ,BatchId AP11202009

Vendor Payment	<u>HSBC BUSINESS SOLUTIONS (006700/1)</u>		
2009/10	FOOD AND SUPPLIES		
	130-4710-5310-0000-3700-000-00- -	273.92	
	130-4700-5310-0000-3700-000-00- -	533.41	
	Total Check Amount for 971409		\$807.33

Check # 971410, Dated 11/20/2009, Printed (RG000013), PO# ,BatchId AP11202009

Vendor Payment	<u>EBMUD (000224/2)</u>		
2009/10	09/04-11/04 SERVICE		
	010-5555-0000-1110-8200-016-00- -	556.30	
	Total Check Amount for 971410		\$556.30

Check # 971411, Dated 11/20/2009, Printed (RG000013), PO# ,BatchId AP11202009

Vendor Payment	<u>CHRISTIANE ENGEMANN</u>		
	<u>C/O MARIN SCHOOL (001565/1)</u>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-003-03- -	101.15	
	Total Check Amount for 971411		\$101.15

Check # 971412, Dated 11/20/2009, Printed (RG000013), PO# ,BatchId AP11202009

Vendor Payment	<u>FAGEN FRIEDMAN & FULFROST, LLP (006437/1)</u>		
2009/10	09/09 LEGAL SERVICES		
	010-5826-6500-5001-7100-000-65- -	5,389.34	
	Total Check Amount for 971412		\$5,389.34

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Check # 971413, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

Vendor Payment FOOD 4 THOUGHT, LLC (007143/1)
2009/10 PRODUCE
130-4700-5310-0000-3700-000-00- -

377.30

Total Check Amount for 971413**\$377.30****Check # 971414, Dated 11/20/2009, Printed (RG000013), PO# P10-00199,Batchld AP11202009**

Vendor Payment FRONT ROW-PHONIC EAR (004544/1)
2009/10 REPAIR HEARING EQUIPMENT
010-5670-6500-5750-1130-000-65- -

135.00

Total Check Amount for 971414**\$135.00****Check # 971415, Dated 11/20/2009, Printed (RG000013), PO# P10-00199,Batchld AP11202009**

Vendor Payment OTICON (004544/2)
2009/10 REPAIR HEARING EQUIPMENT
010-5670-6500-5750-1130-000-65- -

100.00

Total Check Amount for 971415**\$100.00****Check # 971416, Dated 11/20/2009, Printed (RG000013), PO# P10-00289,Batchld AP11202009**

Vendor Payment MCGRAW-HILL COMPANIES (002834/2)
2009/10 AMERICAN VISION
010-4100-0156-3200-1000-033-33- -
2009/10 AMERICAN VISION
010-4100-0156-3200-1000-033-33- -

538.21

1,821.41

Total Check Amount for 971416**\$2,359.62****Check # 971417, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009**

Vendor Payment GOLD STAR FOODS (002941/2)
2009/10 FOOD
130-4700-5310-0000-3700-000-00- -
2009/10 FOOD
130-4700-5310-0000-3700-000-00- -
2009/10 FOOD
130-4700-5310-0000-3700-000-00- -
2009/10 FOOD
130-4700-5310-0000-3700-000-00- -

1,703.99

112.60

2,471.98

9.55

Total Check Amount for 971417**\$4,298.12****Check # 971418, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009**

Vendor Payment HOME DEPOT CREDIT SERVICES (000495/2)
2009/10 HARDWARE
010-4300-8150-0000-8110-000-00- -
2009/10 HARDWARE
010-4300-8150-0000-8110-000-00- -

477.85

85.91

Total Check Amount for 971418**\$563.76****Check # 971419, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009**

Vendor Payment HELEN JIANG
 C/O CENTRAL KITCHEN (006365/1)
2009/10 10/16-11/13 MILEAGE REIMB
130-5200-5310-0000-3700-000-00- -

11.18

Total Check Amount for 971419**\$11.18**

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Check # 971420, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

Vendor Payment **THE KEY SHACK LOCKSMITH (000381/1)**

2009/10 KEYS MADE
010-4300-8150-0000-8110-000-00- -

17.74

Total Check Amount for 971420

\$17.74

Check # 971421, Dated 11/20/2009, Printed (RG000013), PO# P10-00217,Batchld AP11202009

Vendor Payment **KEEP IT SIMPLE (002397/1)**

2009/10 EQUIPMENT-12 WIDESCREEN TVs
010-4300-3319-5730-1190-000-65- -

1,132.95

010-4300-3313-5770-1120-000-65- -

24,554.54

010-4300-3324-5730-1190-000-65- -

5,083.66

2009/10 ON SITE REPAIR-REPLACEMENT

010-4300-3324-5730-1190-000-65- -

335.04

010-4300-3313-5770-1120-000-65- -

1,618.29

010-4300-3319-5730-1190-000-65- -

74.67

2009/10 EQUIPMENT FOR TVs-SPECIAL ED.

010-4300-3324-5730-1190-000-65- -

4,296.57

010-4300-3319-5730-1190-000-65- -

957.54

010-4300-3313-5770-1120-000-65- -

20,752.83

Total Check Amount for 971421

\$58,806.09

Check # 971422, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

Vendor Payment **MAGGIORA BAKING CO (000577/1)**

2009/10 FOOD

130-4700-5310-0000-3700-000-00- -

175.00

2009/10 FOOD

130-4700-5310-0000-3700-000-00- -

69.75

2009/10 FOOD

130-4700-5310-0000-3700-000-00- -

88.70

2009/10 FOOD

130-4700-5310-0000-3700-000-00- -

94.00

2009/10 FOOD

130-4700-5310-0000-3700-000-00- -

32.50

2009/10 FOOD

130-4700-5310-0000-3700-000-00- -

160.00

Total Check Amount for 971422

\$619.95

Check # 971423, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

Vendor Payment **MARIN MUSEUM OF THE AMERICAN INDIAN (004857/1)**

2009/10 01/28/10 FIELDTRIP

010-5810-9020-1110-1000-001-01- -

140.00

Total Check Amount for 971423

\$140.00

Check # 971424, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

Vendor Payment **NYGARD CONSULTING SERVICES INC (007249/1)**

2009/10 GAS LINE INSPECTION

010-5800-8150-0000-8110-000-00- -

300.00

Total Check Amount for 971424

\$300.00

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Check # 971425, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

<u>Vendor Payment</u>	<u>ODWALLA INC (005314/1)</u>		
2009/10	DRINKS		
	130-4700-5310-0000-3700-000-00- -	133.92	
Total Check Amount for 971425			\$133.92

Check # 971426, Dated 11/20/2009, Printed (RG000013), PO# P10-00374,Batchld AP11202009

<u>Vendor Payment</u>	<u>OFFICE DEPOT (000048/1)</u>		
2009/10	SUPPLIES		
	010-4300-6500-5001-2100-000-65- -	194.22	
2009/10	SUPPLIES		
	010-4300-1100-1110-1000-003-03- -	458.16	
2009/10	SUPPLIES		
	010-4300-0000-0000-7200-000-00- -	371.61	
Total Check Amount for 971426			\$1,023.99

Check # 971427, Dated 11/20/2009, Printed (RG000013), PO# P10-00134,Batchld AP11202009

<u>Vendor Payment</u>	<u>PAWAR TRANSPORTATION LLC (003068/1)</u>		
2009/10	09/10 TRANSPORTATION SERVICES		
	010-5825-7230-5001-3600-000-00- -	300.00	
Total Check Amount for 971427			\$300.00

Check # 971428, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

<u>Vendor Payment</u>	<u>FIA CARD SERVICES (005636/1)</u>		
2009/10	10/09 CHARGES/FOOD & SUPPLIES		
	010-5800-0000-0000-7200-000-00- -	41.23	
	130-4700-5310-0000-3700-000-00- -	470.43	
	130-4300-5310-0000-3700-000-00- -	243.31	
Total Check Amount for 971428			\$754.97

Check # 971429, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

<u>Vendor Payment</u>	<u>FIA CARD SERVICES (005636/1)</u>		
2009/10	10/09 CHARGES/FEEES (HARDEN)		
	010-5800-0000-0000-7200-000-00- -	20.00	
Total Check Amount for 971429			\$20.00

Check # 971430, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009

<u>Vendor Payment</u>	<u>FIA CARD SERVICES (005636/1)</u>		
2009/10	10/09 CHARGES/TECH CONF EXPENSES & SUPPLIES (STEPHENSON)		
	010-5800-0000-0000-7200-000-00- -	32.86	
	010-5200-0000-0000-7700-000-77- -	343.22	
	010-4300-0000-0000-7100-000-00- -	82.43	
Total Check Amount for 971430			\$458.51

Check # 971431, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009**Check # 971431, Dated 11/20/2009, Printed (RG000013), PO# ,Batchld AP11202009**

<u>Vendor Payment</u>	<u>FIA CARD SERVICES (005636/1)</u>		
2009/10	10/09 CHARGES/HARDWARE (MURPHY)		
	010-4300-0000-0000-7200-000-00- -	30.85	
	010-4300-8150-0000-8110-000-00- -	10.85	
Total Check Amount for 971431			\$41.70

November 2009 AP Warrant Listing**Check # 971432, Dated 11/20/2009, Printed (RG000013), PO# P10-00008, Batchld AP11202009****Vendor Payment** **PRUDENTIAL OVERALL SUPPLY (005371/1)**2009/10 09/10 UNIFORM SERVICE
010-5800-0000-0000-8200-000-00- -

160.10

Total Check Amount for 971432 \$160.10**Check # 971433, Dated 11/20/2009, Printed (RG000013), PO# , Batchld AP11202009****Vendor Payment** **RICOH AMERICAS CORP.. (001524/6)**2009/10 STAPLE REFILLS
010-4300-1100-1110-2700-003-03- -

85.06

Total Check Amount for 971433 \$85.06**Check # 971434, Dated 11/20/2009, Printed (RG000013), PO# , Batchld AP11202009****Vendor Payment** **AT&T (000037/1)**2009/10 11/11-12/10 SERVICE
010-5930-0000-0000-8200-000-00- -

178.14

Total Check Amount for 971434 \$178.14**Check # 971435, Dated 11/20/2009, Printed (RG000013), PO# , Batchld AP11202009****Vendor Payment** **SYSCO FOOD SERVICES OF S.F.INC FILE # 71261 (000565/2)**2009/10 FOOD & SUPPLIES
130-4700-5310-0000-3700-000-00- -
130-4710-5310-0000-3700-000-00- -

1,634.91

302.02

Total Check Amount for 971435 \$1,936.93**Check # 971436, Dated 11/20/2009, Printed (RG000013), PO# , Batchld AP11202009****Vendor Payment** **TRUITT & WHITE LUMBER CO (004375/1)**2009/10 HARDWARE
010-4300-8150-1110-8110-001-00- -

42.06

Total Check Amount for 971436 \$42.06**Check # 971437, Dated 11/20/2009, Printed (RG000013), PO# P10-00072, Batchld AP11202009****Vendor Payment** **WEEKLY READER CORPORATION (000345/1)**2009/10 WEEKLY READER
010-4300-9020-1110-1000-001-01- -

439.00

Total Check Amount for 971437 \$439.00**Check # 971438, Dated 11/20/2009, Printed (RG000013), PO# , Batchld AP11202009****Vendor Payment** **ZEUM (005628/1)**2009/10 CLAY ANIMATION CLASS FIELD TRIP 12/02/09
010-5810-9020-1110-1000-003-03- -

175.00

Total Check Amount for 971438 \$175.00**Check # 972986, Dated 11/24/2009, Printed (RG000014), PO# P10-00091, Batchld AP11242009B****Vendor Payment** **A BETTER CHANCE SCHOOL (004750/1)**2009/10 09/10 SPECIALIZED ACADEMIC PROG
RELATED SERVICES
010-5825-6500-5750-1180-000-65- -

4,360.50

Total Check Amount for 972986 \$4,360.50

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Check # 972987, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B

Vendor Payment **ALAMEDA COUNTY DEPT. OF**
 ENVIRONMENTAL HEALTH (006342/2)
2009/10 BUILDING REVIEW FEE
 210-6261-1711-0000-8500-005-00- -

1,014.00

Total Check Amount for 972987**\$1,014.00****Check # 972988, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B**

Vendor Payment **ALBANY HILL MINI MART (002305/1)**
2009/10 10/09 GAS
 010-4300-8150-0000-8110-000-00- -
 010-4300-7230-5001-3600-000-00- -

357.59

224.05

Total Check Amount for 972988**\$581.64****Check # 972989, Dated 11/24/2009, Printed (RG000014), PO# P10-00007,Batchld AP11242009B**

Vendor Payment **HASLER FINANCIAL SERVICES (000098/3)**
2009/10 09/10 POSTAGE MACHINE LEASE
 010-5610-0000-0000-7200-000-00- -

185.45

Total Check Amount for 972989**\$185.45****Check # 972990, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B**

Vendor Payment **AT&T LONG DISTANCE (005584/2)**
2009/10 11/09 CHARGES
 010-5930-0000-1110-8200-038-00- -

.43

Total Check Amount for 972990**\$.43****Check # 972993, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B**

Vendor Payment **BERKELEY FARMS (006683/1)**
2009/10 DAIRY
 130-4700-5310-0000-3700-000-00- -
2009/10 DAIRY
 130-4700-5310-0000-3700-000-00- -
2009/10 DAIRY
 130-4700-5310-0000-3700-000-00- -
2009/10 DAIRY
 130-4700-5310-0000-3700-000-00- -
2009/10 DAIRY
 130-4700-5310-0000-3700-000-00- -
2009/10 DAIRY
 130-4700-5310-0000-3700-000-00- -
2009/10 DAIRY
 130-4700-5310-0000-3700-000-00- -
2009/10 DAIRY
 130-4700-5310-0000-3700-000-00- -

33.76

77.22

37.71

260.53

92.58

134.43

52.90

52.90

Total Check Amount for 972993**\$742.03**

November 2009 AP Warrant Listing**Check # 972997, Dated 11/24/2009, Printed (RG000014), PO# P10-00114, BatchId AP11242009B**

<u>Vendor Payment</u>	<u>CHILDREN'S LEARNING CENTER (000103/1)</u>		
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	790.50	
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	2,970.00	
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	3,135.00	
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	3,135.00	
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	3,135.00	
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	3,465.00	
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	3,465.00	
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	3,465.00	
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	3,465.00	
	Total Check Amount for 972997		\$27,025.50

Check # 972998, Dated 11/24/2009, Printed (RG000014), PO# ,BatchId AP11242009B

<u>Vendor Payment</u>	<u>DANIELSEN (000512/1)</u>		
2009/10	FOOD & SUPPLIES		
	130-4700-5310-0000-3700-000-00- -	766.17	
	130-4710-5310-0000-3700-000-00- -	87.46	
2009/10	FOOD & SUPPLIES		
	130-4700-5310-0000-3700-000-00- -	742.34	
	130-4710-5310-0000-3700-000-00- -	128.72	
2009/10	FOOD & SUPPLIES		
	130-4700-5310-0000-3700-000-00- -	1,192.90	
	130-4710-5310-0000-3700-000-00- -	87.46	
	Total Check Amount for 972998		\$3,005.05

Check # 972999, Dated 11/24/2009, Printed (RG000014), PO# P10-00362, BatchId AP11242009B

<u>Vendor Payment</u>	<u>DEMCO (002457/2)</u>		
2009/10	LIBRARY SUPPLIES		
	010-4300-0395-1110-1000-038-38- -	218.18	
	Total Check Amount for 972999		\$218.18

Check # 973002, Dated 11/24/2009, Printed (RG000014), PO# P10-00300, BatchId AP11242009B

<u>Vendor Payment</u>	<u>EAGLE (004777/3)</u>		
2009/10	PERSONNEL FORMS-PRINTING		
	010-4300-0000-0000-7400-000-00- -	341.36	
	Total Check Amount for 973002		\$341.36

Check # 973004, Dated 11/24/2009, Printed (RG000014), PO# ,BatchId AP11242009B

<u>Vendor Payment</u>	<u>EBMUD (000224/2)</u>		
2009/10	09/04-11/04 SERVICE		
	010-5555-0000-1110-8200-016-00- -	1,370.34	
	Total Check Amount for 973004		\$1,370.34

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Check # 973005, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B**Vendor Payment****BRYAN FLAIG****C/O ALBANY MIDDLE SCHOOL (005641/1)**

2009/10

FINGERPRINT REIMB

010-5838-0000-0000-7400-000-00- -

20.00

Total Check Amount for 973005**\$20.00****Check # 973006, Dated 11/24/2009, Printed (RG000014), PO# P10-00343, Batchld AP11242009B****Vendor Payment****FOLLETT EDUCATIONAL SERVICES (003302/2)**

2009/10

WORLD HISTORY BOOKS

010-4100-0156-1110-1000-038-38- -

2,055.56

Total Check Amount for 973006**\$2,055.56****Check # 973008, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****GOLD STAR FOODS (002941/2)**

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

3,256.32

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

67.62

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

263.16-

Total Check Amount for 973008**\$3,060.78****Check # 973010, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****DOUGLAS HARPER/SUB (007252/1)**

2009/10

FINGERPRINT REIMB

010-5838-0000-0000-7400-000-00- -

20.00

Total Check Amount for 973010**\$20.00****Check # 973014, Dated 11/24/2009, Printed (RG000014), PO# P10-00164, Batchld AP11242009B****Vendor Payment****KATHLEEN INCARO (001958/1)**

2009/10

COMMUNICATION ACCESS REALTIME

TRANSLATION

010-5825-6500-5750-1180-000-65- -

3,326.00

Total Check Amount for 973014**\$3,326.00****Check # 973017, Dated 11/24/2009, Printed (RG000014), PO# P10-00377, Batchld AP11242009B****Vendor Payment****BETSY KAYE (000879/1)**

2009/10

09/10 VISION SERVICES

010-5825-6500-5750-1180-000-65- -

1,300.00

2009/10

09/10 VISION SERVICES

010-5825-6500-5750-1180-000-65- -

975.00

Total Check Amount for 973017**\$2,275.00****Check # 973022, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****MAGGIORA BAKING CO (000577/1)**

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

30.40

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

81.25

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

100.45

2009/10

FOOD

130-4700-5310-0000-3700-000-00- -

70.50

Total Check Amount for 973022**\$282.60**

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Check # 973025, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B**Vendor Payment** TONANTZIN MARTINEZDEBORGFELDTC/O ACC (006319/1)2009/10 REIMB FOR CLASSROOM SUPPLIES
120-4300-0000-8500-1000-000-00- -

9.87

Total Check Amount for 973025 \$9.87**Check # 973030, Dated 11/24/2009, Printed (RG000014), PO# P10-00090,Batchld AP11242009B****Vendor Payment** OAK HILL SCHOOL (003474/1)2009/10 09/10 BASIC ED & RELATED SERVICES
010-5825-6500-5750-1180-000-65- -

7,195.80

Total Check Amount for 973030 \$7,195.80**Check # 973031, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment** OAKLAND HIGH SCHOOL BASKETBALLATTN: WILLIAM LEW (006445/2)2009/10 BASKETBALL TOURNAMENT
010-5811-9021-1110-4200-038-38- -

275.00

Total Check Amount for 973031 \$275.00**Check # 973032, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment** ODWALLA INC (005314/1)2009/10 DRINKS
130-4700-5310-0000-3700-000-00- -

446.40

Total Check Amount for 973032 \$446.40**Check # 973033, Dated 11/24/2009, Printed (RG000014), PO# P10-00356,Batchld AP11242009B****Vendor Payment** OFFICE DEPOT (000048/1)2009/10 SUPPLIES
010-4300-1100-1110-1000-038-38- -

240.07

010-4300-1100-1110-2700-038-38- -

62.72

010-4300-0395-1140-1000-038-38- -

47.59

2009/10 SUPPLIES

010-4300-0395-1140-1000-038-38- -

277.04

010-4300-1100-1110-2700-038-38- -

365.11

010-4300-1100-1110-1000-038-38- -

1,397.52

2009/10 SUPPLIES

010-4300-1100-1110-1000-038-38- -

51.64

010-4300-1100-1110-2700-038-38- -

13.49

010-4300-0395-1140-1000-038-38- -

10.24

2009/10 SUPPLIES

010-4300-0395-1140-1000-038-38- -

15.52

010-4300-1100-1110-2700-038-38- -

20.45

2009/10 SUPPLIES

010-4300-1100-1110-1000-038-38- -

78.26

Total Check Amount for 973033 \$2,579.65**Check # 973034, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment** MAYA OROZCOC/O CORNELL (007251/1)2009/10 FINGERPRINT REIMB
010-5838-0000-0000-7400-000-00- -

20.00

Total Check Amount for 973034 \$20.00

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Check # 973035, Dated 11/24/2009, Printed (RG000014), PO# P10-00366, Batchld AP11242009B**Vendor Payment****PITNEY BOWES (001851/6)**

2009/10

POSTAGE METER SUPPLIES
010-4300-1100-1110-2700-038-38 - -

177.20

Total Check Amount for 973035**\$177.20****Check # 973036, Dated 11/24/2009, Printed (RG000014), PO# P10-00326, Batchld AP11242009B****Vendor Payment****QUALITY BEHAVIORAL OUTCOMES (005607/2)**

2009/10

09/10 BID SERVICES
010-5825-6500-5750-1180-000-65- -
010-5800-3319-5730-1190-000-65- -
010-5800-3313-5770-1190-000-65- -

990.00

83.33

191.67

Total Check Amount for 973036**\$1,265.00****Check # 973037, Dated 11/24/2009, Printed (RG000014), PO# , Batchld AP11242009B****Vendor Payment****ROCK-N-ROLL GOURMET, INC. (003957/1)**

2009/10

FOOD
130-4700-5310-0000-3700-000-00- -

189.60

Total Check Amount for 973037**\$189.60****Check # 973041, Dated 11/24/2009, Printed (RG000014), PO# , Batchld AP11242009B****Vendor Payment****SIR FRANCIS DRAKE HIGH DRAKE GIRL'S BASKETBALL (005701/1)**

2009/10

BASKETBALL TOURNAMENT
010-5811-9021-1110-4200-038-38- -

300.00

Total Check Amount for 973041**\$300.00****Check # 973043, Dated 11/24/2009, Printed (RG000014), PO# , Batchld AP11242009B****Vendor Payment****SPURR (001012/2)**

2009/10

10/09 CHARGES
010-5520-0000-1110-8200-003-00- -
010-5520-0000-1110-8200-004-00- -
010-5520-0000-8100-8200-005-00- -
010-5520-0000-1110-8200-016-00- -
010-5520-0000-1110-8200-038-00- -
010-5520-0000-0000-8200-000-00- -
110-5520-6390-4110-8200-000-00- -

122.02

284.15

1,440.73

96.47

314.58

1,091.32

90.05

Total Check Amount for 973043**\$3,439.32****Check # 973044, Dated 11/24/2009, Printed (RG000014), PO# P10-00017, Batchld AP11242009B****Vendor Payment****SUMMITVIEW SCHOOL (005618/2)**

2009/10

09/10 BASIC ED & TRANS SERVICES
010-5825-6500-5750-1190-000-65- -

8,083.68

Total Check Amount for 973044**\$8,083.68**

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Check # 973045, Dated 11/24/2009, Printed (RG000014), PO# ,BatchId AP11242009B**Vendor Payment SYSCO FOOD SERVICES OF S.F.INCFILE # 71261 (000565/2)**

2009/10	FOOD & SUPPLIES		
	010-4300-1100-3200-1000-033-33- -	150.60	
	010-4300-7026-3200-1000-033-33- -	96.77	
2009/10	FOOD & SUPPLIES		
	010-4300-1100-3200-1000-033-33- -	35.28	
	010-4300-7026-3200-1000-033-33- -	22.66	
2009/10	FOOD & SUPPLIES		
	130-4710-5310-0000-3700-000-00- -	215.16	
	130-4700-5310-0000-3700-000-00- -	1,781.01	
2009/10	FOOD & SUPPLIES		
	010-4300-7026-3200-1000-033-33- -	76.74	
	010-4300-1100-3200-1000-033-33- -	119.43	
	Total Check Amount for 973045		\$2,497.65

Check # 971038, Dated 11/18/2009, Printed (RG000012), PO# ,BatchId AP11182009A**Vendor Payment RETIREE (000316/1)**

2009/10	11/09 CALPERS REIMB		
	010-3701-0000-1110-1000-000-00- -	407.30	
	Total Check Amount for 971038		\$407.30

Check # 972991, Dated 11/24/2009, Printed (RG000014), PO# ,BatchId AP11242009B**Vendor Payment RETIREE (003578/1)**

2009/10	12/09 CALPERS REIMB		
	010-3752-0000-0000-7200-000-00- -	459.57	
	Total Check Amount for 972991		\$459.57

Check # 972992, Dated 11/24/2009, Printed (RG000014), PO# ,BatchId AP11242009B**Vendor Payment RETIREE (000494/1)**

2009/10	12/09 CALPERS REIMB		
	010-3752-0000-0000-7200-000-00- -	459.57	
	Total Check Amount for 972992		\$459.57

Check # 972994, Dated 11/24/2009, Printed (RG000014), PO# ,BatchId AP11242009B**Vendor Payment RETIREE (000316/1)**

2009/10	12/09 CALPERS REIMB		
	010-3751-0000-1110-1000-000-00- -	407.30	
	Total Check Amount for 972994		\$407.30

Check # 972995, Dated 11/24/2009, Printed (RG000014), PO# ,BatchId AP11242009B**Vendor Payment RETIREE (001336/1)**

2009/10	12/09 CALPERS REIMB		
	010-3752-0000-0000-7200-000-00- -	801.01	
	Total Check Amount for 972995		\$801.01

Check # 972996, Dated 11/24/2009, Printed (RG000014), PO# ,BatchId AP11242009B**Vendor Payment RETIREE (001562/1)**

2009/10	12/09 CALPERS REIMB		
	010-3752-0000-0000-7200-000-00- -	459.57	
	Total Check Amount for 972996		\$459.57

November 2009 AP Warrant Listing

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Check # 973000, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B**Vendor Payment****RETIREE (000914/1)**

2009/10

11/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

687.46

Total Check Amount for 973000**\$687.46****Check # 973001, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (002003/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

1,020.14

Total Check Amount for 973001**\$1,020.14****Check # 973003, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000961/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

915.60

Total Check Amount for 973003**\$915.60****Check # 973007, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000088/1)**

2009/10

12/09 CALPERS REIMB

010-3752-0000-0000-7200-000-00- -

240.44

Total Check Amount for 973007**\$240.44****Check # 973009, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (001121/1)**

2009/10

12/09 CNL

010-3751-0000-1110-1000-000-00- -

125.00

Total Check Amount for 973009**\$125.00****Check # 973011, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (001453/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

1,020.14

Total Check Amount for 973011**\$1,020.14****Check # 973012, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000012/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

1,020.14

Total Check Amount for 973012**\$1,020.14****Check # 973013, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000085/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

801.01

Total Check Amount for 973013**\$801.01**

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Check # 973015, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B**Vendor Payment****RETIREE (002333/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

915.60

Total Check Amount for 973015**\$915.60****Check # 973016, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000635/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

1,020.14

Total Check Amount for 973016**\$1,020.14****Check # 973018, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (001494/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

915.60

Total Check Amount for 973018**\$915.60****Check # 973019, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (001005/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

801.01

Total Check Amount for 973019**\$801.01****Check # 973020, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (001050/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

687.46

Total Check Amount for 973020**\$687.46****Check # 973021, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (001583/3)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

407.30

Total Check Amount for 973021**\$407.30****Check # 973023, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (003433/1)**

2009/10

12/09 CALPERS REIMB

010-3752-0000-0000-7200-000-00- -

407.30

Total Check Amount for 973023**\$407.30****Check # 973024, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (003172/1)**

2009/10

12/09 CALPERS REIMB

010-3752-0000-0000-7200-000-00- -

687.46

Total Check Amount for 973024**\$687.46**

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Check # 973026, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B**Vendor Payment****RETIREE (001310/1)**

2009/10

12/09 CALPERS REIMB

010-3752-0000-0000-7200-000-00- -

915.60

Total Check Amount for 973026**\$915.60****Check # 973027, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000082/1)**

2009/10

12/09 CALPERS REIMB

010-3752-0000-0000-7200-000-00- -

459.57

Total Check Amount for 973027**\$459.57****Check # 973028, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000219/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

915.60

Total Check Amount for 973028**\$915.60****Check # 973029, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000701/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

1,020.14

Total Check Amount for 973029**\$1,020.14****Check # 973038, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000055/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

459.57

Total Check Amount for 973038**\$459.57****Check # 973039, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (001406/2)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

407.30

Total Check Amount for 973039**\$407.30****Check # 973040, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (000820/1)**

2009/10

12/09 CALPERS REIMB

010-3752-0000-0000-7200-000-00

407.30

Total Check Amount for 973040**\$1,020.14****Check # 973042, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B****Vendor Payment****RETIREE (001642/1)**

2009/10

12/09 CALPERS REIMB

010-3751-0000-1110-1000-000-00- -

407.30

Total Check Amount for 973042**\$407.30**

November 2009 AP Warrant Listing

Check # 973046, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B

Vendor Payment RETIREE (004966/1)

2009/10 12/09 CALPERS REIMB
010-3752-0000-0000-7200-000-00- -

1,020.14

Total Check Amount for 973046 \$1,020.14

Check # 973047, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B

Vendor Payment RETIREE (005280/1)

2009/10 12/09 CALPERS REIMB
010-3751-0000-1110-1000-000-00- -

1,020.14

Total Check Amount for 973047 \$1,020.14

Check # 973048, Dated 11/24/2009, Printed (RG000014), PO# ,Batchld AP11242009B

Vendor Payment RETIREE (000761/1)

2009/10 12/09 CALPERS REIMB
010-3751-0000-1110-1000-000-00- -

915.60

Total Check Amount for 973048 \$915.60

\$1,291,600.38

EXPENSES BY FUND-Bank Account COUNTY

Fund	Expense
010	\$1,010,609.66
110	\$2,247.81
120	\$12,399.86
130	\$36,955.35
210	\$228,151.91
250	\$1,235.79
	<u>\$1,291,600.38</u>

ESCAPE ONLINE

November 2009 Payroll Vendor Listing

<u>Check Dt</u>	<u>Check #</u>	<u>Vendor Id</u>	<u>Vendor Name</u>	<u>Check Amount</u>
11/04/09	000965379	005097(1)	AMERICAN FIDELITY ASSURANCE ATTN: TONYA GARRETT 6N	\$ 2.49
11/04/09	000965380	999EDD(1)	ALBANY UNIFIED SCHOOL DISTRICT	\$ 5.62
11/04/09	000965381	999IRS(1)	ALBANY UNIFIED SCHOOL DISTRICT	\$ 34.06
11/04/09	000965382	999IRS(2)	ALBANY UNIFIED SCHOOL DISTRICT	\$ 33.18
11/04/09	000965383	999IRS(3)	ALBANY UNIFIED SCHOOL DISTRICT	\$ 30.28
11/04/09	000965384	005029(1)	CSEA Dues Calif. School Employ. Ass	\$ 3.66
11/23/09	000972610	005028(1)	1st United Services Credit Un.EXCEPTION PAYROLL PROCESSING	\$ 1,843.90
11/23/09	000972611	000231(1)	ACSA'S FOUNDATION FOR EDUCATIONAL ADMINISTRATION	\$ 344.40
11/23/09	000972612	000231(1)	ACSA'S FOUNDATION FOR EDUCATIONAL ADMINISTRATION	\$ 290.50
11/23/09	000972613	005033(1)	ALAMEDA COUNTY SCHOOLS INS DENTAL INS	\$ 5,872.00
11/23/09	000972614	005034(1)	Alameda Cnty Schools InsuranceVision Insurance	\$ 1,249.08
11/23/09	000972615	000069(1)	AIG RETIREMENT ADVISORS INC. SECTION 403B	\$ 2,350.00
11/23/09	000972616	005254(1)	AIG RETIREMENT ADVISORS INC.	\$ 250.00
11/23/09	000972617	005070(1)	ALBANY EDUCATION FOUNDATION	\$ 9.00
11/23/09	000972618	005094(1)	American Family Life	\$ 12.94
11/23/09	000972619	005062(1)	American Fidelity Assurance CoAnnuity Dept 403B	\$ 1,930.00
11/23/09	000972620	005097(1)	AMERICAN FIDELITY ASSURANCE ATTN: TONYA GARRETT 6N	\$ 3,508.33
11/23/09	000972621	005157(1)	AMERICAN FIDELITY ASSURANCE COATTN: AFES DISAB INS.	\$ 384.88
11/23/09	000972622	005157(1)	AMERICAN FIDELITY ASSURANCE COATTN: AFES DISAB INS.	\$ 535.35
11/23/09	000972623	005353(1)	AMERICAN FUNDS SERVICE	\$ 2,480.00
11/23/09	000972624	006846(1)	American Fidelity Assurance Attn: Flex Administration 125	\$ 4,008.66
11/23/09	000972625	006846(1)	American Fidelity Assurance Attn: Flex Administration 125	\$ 4,185.00
11/23/09	000972626	006846(1)	American Fidelity Assurance Attn: Flex Administration 125	\$ 278.00
11/23/09	000972627	005077(1)	American General Annuity	\$ 120.00
11/23/09	000972628	005148(1)	ING Northern Annuity FBO-Albany Unified School Dist	\$ 4,596.50
11/23/09	000972629	999DIS(2)	Albany Unified School District	\$ 1,072,207.56
11/23/09	000972630	999EDD(1)	ALBANY UNIFIED SCHOOL DISTRICT	\$ 71,146.22
11/23/09	000972631	999IRS(1)	ALBANY UNIFIED SCHOOL DISTRICT	\$ 202,431.12
11/23/09	000972632	999IRS(2)	ALBANY UNIFIED SCHOOL DISTRICT	\$ 56,326.38
11/23/09	000972633	999IRS(3)	ALBANY UNIFIED SCHOOL DISTRICT	\$ 59,775.82
11/23/09	000972634	005855(1)	CALIF STATE TEACHER RET SYSTEMACCOUNTING DIV ACCT RECVBL UNT	\$ 4,759.02
11/23/09	000972635	005026(1)	Calif. State Empl.Credit Union	\$ 400.00
11/23/09	000972636	006911(1)	CALIFORNIA STATE DISBSMT UNIT	\$ 217.00
11/23/09	000972637	006037(1)	CONSECO INSURANCE COMPANY	\$ 200.00
11/23/09	000972638	006037(1)	CONSECO INSURANCE COMPANY	\$ 400.00
11/23/09	000972639	005029(1)	CSEA Dues Calif. School Employ. Ass	\$ 3,199.95
11/23/09	000972640	005110(1)	CSEA VICTORY CLUB ACCOUNTING DEPARTMENT	\$ 41.00
11/23/09	000972641	005025(1)	CTA Dues California Teachers Ass.	\$ 20,380.77
11/23/09	000972642	005045(1)	Equitable Life Assurance Co. Equi-Vest Unit Annuity Collect	\$ 1,005.00
11/23/09	000972643	005186(1)	FIDELITY INVESTMENTS TAX EXEMPTS SERVICES COMPANY	\$ 300.00
11/23/09	000972644	005781(1)	FRANKLIN TEMPLETON BANK & TRUSRETIMENT PLAN	\$ 1,000.00

November 2009 Payroll Vendor Listing

<u>Check Dt</u>	<u>Check #</u>	<u>Vendor Id</u>	<u>Vendor Name</u>	<u>Check Amount</u>
11/23/09	000972645	005049(1)	GALIC DISBURSING COMPANY	\$ 3,005.00
11/23/09	000972646	005049(1)	GALIC DISBURSING COMPANY	\$ 212.00
11/23/09	000972647	005049(1)	GALIC DISBURSING COMPANY	\$ 7,358.60
11/23/09	000972648	005340(1)	GALIC DISBURSING COMPANY	\$ 275.00
11/23/09	000972649	005372(1)	GALIC DISBURSING COMPANY	\$ 250.00
11/23/09	000972650	005372(1)	GALIC DISBURSING COMPANY	\$ 4,850.00
11/23/09	000972651	005210(1)	HORACE MANN LIFE INS. CO TREASURY DEPT-TDA & LIFE #C121	\$ 1,000.00
11/23/09	000972652	005050(1)	IDS Financial Services INS	\$ 300.00
11/23/09	000972653	005078(1)	JOETTE TRUITT OR Fresno Internal Revenue Serv.	\$ 438.36
11/23/09	000972654	005032(1)	PRUDENTIAL/KEENAN	\$ 170.38
11/23/09	000972655	005032(1)	PRUDENTIAL/KEENAN	\$ 410.30
11/23/09	000972656	005032(1)	PRUDENTIAL/KEENAN	\$ 1,536.74
11/23/09	000972657	005052(1)	Life Insurance Co of SouthWest	\$ 3,410.00
11/23/09	000972658	005044(1)	METLIFE RESOURCES 403B CO GROUP NO. 0983150	\$ 12,650.00
11/23/09	000972659	007250(1)	Midland National Life	\$ 150.00
11/23/09	000972660	005060(1)	National Health Insurance Co.	\$ 550.00
11/23/09	000972661	003880(1)	NORTHERN LIFE INSURANCE CO	\$ 400.00
11/23/09	000972662	006014(1)	OGDEN SERVICE CENTER INTERNAL REVENUE SERVICE	\$ 126.00
11/23/09	000972663	005057(1)	OPPENHEIMER FUND Attn: 403(b) (7) Dept	\$ 9,249.00
11/23/09	000972664	005061(1)	Pacific Life Insurance Co Purchase payment	\$ 300.00
11/23/09	000972665	005019(1)	Provident central Credit UnionP. O. Box 8007	\$ 1,275.00
11/23/09	000972666	005019(1)	Provident central Credit UnionP. O. Box 8007	\$ 636.00
11/23/09	000972667	005059(1)	Putnam Investors Services	\$ 3,350.00
11/23/09	000972668	005055(1)	Reliastar Life Ins. CO ING Retirement Plans	\$ 8,260.00
11/23/09	000972669	006228(1)	SCHOOL CARE	\$ 5.00
11/23/09	000972670	005043(1)	The Security Benefit Group Attn: Annuity Adminstraion	\$ 300.00
11/23/09	000972671	005017(1)	PAT MORONES SEIU Local 1021	\$ 1,668.81
11/23/09	000972672	006917(1)	SEIU LOCAL 1021 COPE DEDUCTION	\$ 22.00
11/23/09	000972673	007063(1)	SOCIAL SECURITY ADMINISTRATION	\$ 254.74
11/23/09	000972674	005024(1)	STANDARD INSURANCE COMPANY DISABILITY/LIFE INS. AD&D	\$ 12.00
11/23/09	000972675	005024(1)	STANDARD INSURANCE COMPANY DISABILITY/LIFE INS. AD&D	\$ 27.63
11/23/09	000972676	005024(1)	STANDARD INSURANCE COMPANY DISABILITY/LIFE INS. AD&D	\$ 2,395.29
11/23/09	000972677	005743(1)	STANDARD INSURANCE COMPANY DISABILITY/LIFE INS. AD&D	\$ 22.97
11/23/09	000972678	005690(1)	MARYAM SEIFI OR STATE OF CALIFORNA	\$ 279.11
11/23/09	000972679	006036(1)	TAX DEFERRED SERVICES 457PLAN	\$ 17,385.00
11/23/09	000972680	006036(1)	TAX DEFERRED SERVICES 457PLAN	\$ 1,400.00
11/23/09	000972681	005027(1)	Thomas E. Mestmaker Insurance & Associates, INC	\$ 11.25
11/23/09	000972682	005336(1)	TIAA-CREF AS AGENT FOR JPMC	\$ 300.00
11/23/09	000972683	005067(1)	TRANSAMERICA	\$ 385.00


November 2009 Payroll Vendor Listing

<u>Check Dt</u>	<u>Check #</u>	<u>Vendor Id</u>	<u>Vendor Name</u>	<u>Check Amount</u>
11/23/09	000972684	005071(1)	Vanguard Fiduciary Trust Co Attn: Individual 403(b)	\$ 6,346.31
11/23/09	000972685	005074(1)	VAR ANN LF	\$ 5,440.00
Total Checks		82		Total Vendor Checks \$ 1,624,565.16

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

**ITEM: AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CHILDREN'S HOSPITAL AND RESEARCH
CENTER OAKLAND AND ALBANY UNIFIED SCHOOL
DISTRICT**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

As required by Board Policy 6145.2(c), the District must give student athletes' health and safety the highest consideration. Children's Hospital will provide 15 hours per week of a certified athletic trainer to the Albany High School Athletic Program. There is no charge to the District for this service.

FINANCIAL INFORMATION:

No fiscal impact.

**RECOMMENDATION: Approve agreement for professional services between
Children's Hospital and Research Center Oakland and Albany Unified School District**

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into as of the First Day of January, 2010, by and between Albany High School, a non-profit organization, (hereinafter referred to as "HIGH SCHOOL"), and CHILDREN'S HOSPITAL & RESEARCH CENTER OAKLAND, whose principal place of business is 747 Fifty Second Street, Oakland, California, 94609 (hereinafter referred to as "CHO").

RECITALS

- (a) CHO personnel have the experience and expertise to identify, care for, and rehabilitate certain sport-related injuries and has developed a program through its Sports Medicine Center for Young Athletes that provides a "team centered" approach to providing such services.
- (b) HIGH SCHOOL desires to utilize the services of CHO for sports-related injuries of its student athletes.
- (c) CHO desires to provide services to identify, treat, and rehabilitate the sports-related injuries of HIGH SCHOOL's student athletes under the terms and conditions described herein.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Term of Agreement

The term of this Agreement shall be from January 1, 2010 through June 15, 2010 and including the last date of the HIGH SCHOOL's sports activities in the North Coast Section of the California Interscholastic Federation for the 2009 -- 2010 school year. The Agreement can be renewed thereafter on a year-to-year basis upon this mutual written agreement of the parties.

2. CHO's Duties and Responsibilities

CHO agrees to:

- A. Provide a certified athletic trainer (ATC) at HIGH SCHOOL for the interscholastic athletic program for maximum of 15 hours per week for each week beginning no earlier than January 1, 2010. The specific hours the ATC will be present at HIGH SCHOOL will be mutually agreed upon in writing in advance by the ATC and the HIGH SCHOOL's Athletic Director ("Athletic Director"). The ATC's schedule will follow the approved school calendar, with services not provided during school holidays.
- B. Subject to the foregoing, the ATC will attend home games and other athletic games as agreed between the Athletic Director and CHO.
- C. Require the ATC to:
 - 1. Establish policies for emergency contact of first responders, ambulances, and other health care providers or emergency personnel appropriate to sports-related injuries to athletes.
 - 2. Provide a regular injury status report to the HIGH SCHOOL head coach of the team involved, as information is available ;
 - 3. As requested, direct the injured HIGH SCHOOL athlete to the appropriate team physician, family physician, or health care facility, bearing in mind the requirements of the particular athlete's medical insurance plan to the extent possible;
 - 4. Provide reasonable follow-up on injured HIGH SCHOOL athletes as requested in accordance with the scope of services provided hereunder;

5. As requested, make reasonable attempts to coordinate rehabilitation of HIGH SCHOOL's injured athletes with the team physician, therapist and/or family physician;
 6. Complete taping and strapping, as necessary, for the HIGH SCHOOL athletes;
 7. Give emergency first aid to injured HIGH SCHOOL athletes within the scope of the ATC's license;
 8. Inform the Athletic Director and HIGH SCHOOL coach(es) when an athlete is ready to return to practice or competitive arena;
 9. Coordinate the pre-participation physicals for the student athletes; and
 10. Make recommendations to the Athletic Director concerning appropriate training supplies and equipment.
- D. Ensure that the ATC maintains qualifications from the National Athletic Training Association and is certified in Cardiopulmonary Resuscitation and Basic First Aid.
- E. Ensure personnel supplied by CHO shall be required to abide by all applicable rules and regulations of HIGH SCHOOL while on HIGH SCHOOL's campus or while providing services hereunder, including but not limited to prohibitions on alcoholic beverages or unlawful drugs.
3. **HIGH SCHOOL's Duties & Responsibilities**
HIGH SCHOOL will:
- A. Cooperate with the ATC and CHO in scheduling the hours for the ATC's presence at HIGH SCHOOL;
 - B. Permit CHO to promote its program with banners at all athletic events and within training facilities with prior approval of HIGH SCHOOL administration, which approval shall not be unreasonably withheld or delayed.
 - C. Provide CHO with free advertising in programs, sports calendars, as mutually agreed upon and with prior approval of HIGH SCHOOL administration, which approval shall not be unreasonably withheld or delayed
4. **Mutual Agreements**
- A. The parties will use reasonable efforts to establish a student athletic trainer education program as mutually agreed upon and to the extent feasible.
 - B. Athletic Director may request that CHO remove any individual ATC who Athletic Director believes is incompatible with HIGH SCHOOL's program goals or staff on the condition that such request is not based on grounds prohibited by state or federal law, including, but not limited to laws prohibiting discrimination based upon race, gender, ethnicity, age, disability, sexual orientation and/or religion. Any such notice shall be given as set forth in Section 6 of this Agreement. CHO shall promptly comply with any such request, in which event CHO shall be afforded up to ten (10) days from the date of such notice to provide an alternative ATC. Any lapse in services occasioned by such removal/replacement shall not be deemed a breach of CHO's obligations under this Agreement.
5. **Notices**

Any notice required to be given herein shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to the appropriate party at the addresses shown below:

For CHO: Valerie Roberts
Vice President, Specialty Care Centers
Children's Hospital & Research Center Oakland
747 52nd Street
Oakland, CA 94609

With a copy to:

Risk Management
Children's Hospital & Research Center Oakland
747 Fifty Second Street
Oakland, CA 94609

For HIGH SCHOOL: Ted Barone
Principal
Albany High School
603 Key Route Blvd
Albany, CA 94706

6. **Insurance**

At all times during the performance of this agreement, each party shall maintain in effect the following insurance:

- A. Professional and general liability insurance for all of its activities arising out of or in connection with this Agreement, including but not limited to premises and operations, professional liability, and personal injury, in an amount no less than one million dollars (\$1,000,000) each occurrence, three million dollars (\$3,000,000) aggregate.
- B. As required by the Labor Code of the State of California, Workers' compensation insurance for all employees of CHO.
- C. Each party shall provide proof of all insurance required herein by providing certificate(s) of such insurance to the other party.

7. **Indemnification**

Each party shall defend, indemnify, and hold the other party, its officers, employees, agents, and subcontractors, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and consequential damages), or claims for injury or damages, whether to person(s) or property, 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 indemnifying party, its officers, employees, agents, and subcontractors.

8. **Independent Contractor**

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

9. **Use of HIGH SCHOOL's Name**

Use of the name "Albany High School" by CHO in advertising, promotions or publicity, or in any other manner, shall be made only with the prior written consent of the Business Officer.

10. Use of CHO's Name

Use of any or all of the following by HIGH SCHOOL in advertising, promotions or publicity, or in any other manner, shall be made only with the prior written consent of CHO: Children's Hospital & Research Center at Oakland; Children's Hospital & Research Center Oakland; Children's Hospital Oakland; Oakland Children's Hospital.

11. Advertising

HIGH SCHOOL will allow CHO to advertise CHO during all athletic events. Such advertising shall include, but is not limited to, banners at all home games and in the training facility and free advertising in programs, sports calendars and yearbooks.

12. Choice of Law

This Agreement and the terms and conditions contained herein shall be governed by the laws of the State of California. Any litigation brought to enforce the terms of this agreement or arising hereunder shall be filed in the Superior Court of the County of Alameda.

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

(HIGH SCHOOL)

CHILDREN'S HOSPITAL AND
RESEARCH CENTER OAKLAND

By: _____
Print: _____
Title: _____

Date: _____

By: _____
Bertram Lubin
President and Chief Executive Officer

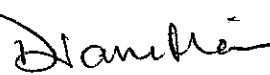
Date: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

ITEM: Approve Independent Contractor Agreement for Jane James

PREPARED BY: Diane Marie, Director of Special Education



TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Approve one (1) Independent Contractor Agreement between Albany Unified School District and Jane James to provide Communication Access Real Time (CART) Services. This service will provide speech-to-text translation for one student so the student may attend an assembly performance. Cost not to exceed \$622.00.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Independent Contractor Agreement at a cost not to exceed \$622.00.

Albany Unified School District

Independent Contractor Agreement

THIS AGREEMENT, made this 13th day of November, 2009 between Jane E. James, 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 see page 4. 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 (X) is () is not applicable to this agreement.
- D. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
- E. All equipment, supplies and services sold to the District shall conform to the general safety orders of the State of California.
- F. It is the policy of the District that in connection with all work performed under any and all contracts, including independent contractor agreements, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical handicap, medical condition or marital status. In the performance of the terms of this contract, Contractor agrees to comply with applicable Federal and California laws including, but not limited, to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and labor Code Section 1735, and agrees that it will not engage in nor permit any subcontractor as it may employ to engage in unlawful discrimination in the employment of persons because of race, color, ancestry, religious creed, national origin, age, physical handicap, medical condition, marital status, or sex of such person.

V. LIABILITY

The Contractor agrees to hold harmless and to indemnify the District for any injury to person or property sustained by the Contractor, by any person, firm or corporation, employed directly or indirectly by the Contractor, or by any of the individuals participating in, or associated with, the Contractor, however, caused. The Contractor further agrees to hold harmless and to indemnify the District for any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor, or of any person, firm or Corporation directly or indirectly employed by the Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of the term of this Agreement, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such

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

VI. ENTIRETY OF AGREEMENT

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

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

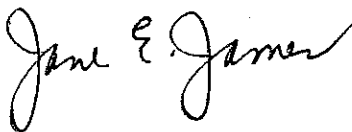
VII. ATTORNEY FEES

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

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

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

ALBANY UNIFIED SCHOOL DISTRICT



By: _____
District Superintendent

Independent Contractor

Date

Social Security or Federal I.D. #

Exhibit "A"

Description of Services

Description of Services

Communication Access Real Time (CART) services will be provided for a deaf student to attend an assembly performance of a play. Jane E. James dba: CAPtioning Agency Professionals will provide a projector and screen and all necessary equipment to provide CART. AUSD will need to provide a stand for the projector and access to electricity with a small table and chair for the laptop computer. This will need to be set up at least 45 minutes before the start of the assembly.

Captioning rate is \$110/hour with a three hour minimum per day (consecutive hours)

Mileage is 28 miles @ 58 cents per mile

Prep time is \$25/hour (1 hour)

Projector/screen is \$250/day

Estimate: \$622.00

Date(s) of Services to be performed:

Monday, November 23, 2009 at 10:30 a.m. to 12:00 p.m.

Exhibit "B"

INDEPENDENT CONTRACTOR
CERTIFICATION OF
EMPLOYEE CLEARANCE

Name of Company/Individual: Jane E. James

Address: _____

City: Oakland State: CA ZIP: 94611

Telephone: _____ FAX: _____

Email: _____

Contact Person: _____

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.

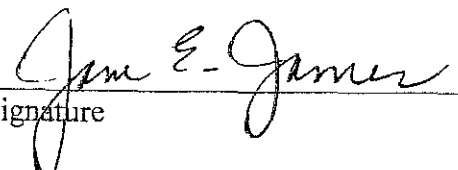
I certify that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company/myself.

Jane E. James

Print Name

Owner

Title

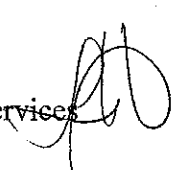

Signature11/13/09

Date

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

ITEM: 2008-09 Financial Audit Report
Wilkinson Hadley King & Co. LLP

PREPARED BY: Laurie Harden, Assistant Superintendent, Business Services 

TYPE OF ITEM: Action

BACKGROUND INFORMATION: In accordance with Ed Code 41020.03, the Board is required to review and approve the District's annual audited financial statements. The audit firm of Wilkinson Hadley King & Co. performed the 2008-09 audit and required report.

The Findings and Recommendations section, found at the end of the report, represent areas that are non-compliant and require corrective action. All 2008-09 findings have been reviewed and a corrective action plan has been put into practice.

Bob Wilkinson, a principal of the firm, will be present at the Board meeting to present the audit report and answer related questions.

Copies of the audit are available for public review at the District Office.


RECOMMENDATION:

Review and accept the 2008-09 Audit Report and Financial Statements as presented.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2009

ITEM: 2009-10 1st Interim Financial Report

PREPARED BY: Laurie Harden, Assistant Superintendent, Business Services 

TYPE OF ITEM: Action

BACKGROUND INFORMATION

The 1st Interim Financial Report is the first of two interim budget reports required by AB 1200, which was passed into law in 1991, and became effective on January 1, 1992. AB 1200 was enacted to establish a process of fiscal monitoring to ensure fiscal solvency for school districts and county offices. Districts are required by Education Code 42130 to submit a report on their financial status as of October 31 and January 31. The purpose of the report is to determine an appropriate certification to the State of California regarding the District's ability to meet its financial obligations for the current and two subsequent fiscal years. The Alameda County Office of Education is responsible for reviewing the report and the District's certification (positive, qualified or negative).

FINANCIAL INFORMATION


As of the 1st Interim Financial Report, the Albany Unified School District will be able to meet its financial obligations for the current and two subsequent years.

The 1st Interim Financial Report is separately bound and accompanies the Board agenda. Additional copies are available at the District Office.

RECOMMENDATION: It is recommended that the Board approve a positive certification for the 2009-10 1st Interim Report and the related budget revisions.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP****Regular Meeting of January 5, 2010**

ITEM: **AUTHORIZE SUPERINTENDENT TO SEND LETTER TO THE CITY OF ALBANY OF INTENT TO TAKE ACTION COMMENCING CONVEYANCE OF AN EASEMENT ON THE OCEANVIEW ELEMENTARY SCHOOL SITE FOR THE BUCHANNAN BICYCLE AND PEDESTRIAN PATH PROJECT**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

The City of Albany has provided the Board of Education the attached background on the Buchanan Bicycle and Pedestrian Path Project. The City is seeking grant money to extend this project. The proposed path will require that the Board grant an easement of 5,402 sq. ft. to the City of Albany.

While the District can't legally commit itself to enter into an easement agreement without going through the required process, it can commit itself to commence the necessary statutory process, and further, that such process will commence once the City indicates that it has lined up the necessary funding to put in the bike path. The letter of intent is attached.

FINANCIAL INFORMATION:

No fiscal impact.

RECOMMENDATION: Authorize Superintendent to send letter to the City of Albany of intent to take action commencing conveyance of an easement on the OceanView Elementary School site for the Buchanan Bicycle and Pedestrian Path Project.

City of Albany

Memo

To: Board of Education

From: Aleida Andrino-Chavez, Transportation Planner

CC: Ann Chaney-Community Development Director, Ana Bernardes, Senior City Engineer, Randy Leptien, City Engineer

Date: 12/18/2009

Re: Request for right of way easement for the implementation of the Buchanan Bicycle and Pedestrian Path project

BACKGROUND

In 2007, the City obtained a grant from the Alameda County Transportation Improvement Authority (ACTIA) for the development of 35% Plans, Specifications and Engineering, and environmental work for the Buchanan Bicycle and Pedestrian Path project. This project is intended to close the existing gap in the bicycle network between the Ohlone Greenway and the Bay Trail and it was ranked top priority in the Alameda Countywide Bicycle Plan because of its regional significance. In addition, the project is important at the local level as the City Council is aiming at reducing the City's carbon footprint by encouraging the use of alternative modes of transportation.

AECOM, the engineering consultant in charge of this project, developed several design alternatives for this project and the City Council approved the preferred design concept in July, 2009. The proposed project consists of extending the existing bike lanes on Marin Avenue from Cornell Avenue to San Pablo Avenue. From this intersection, the westbound bicycle lane would be extended to the Buchanan Bridge overcrossing and a bicycle and pedestrian trail would be implemented along the south side of Marin Avenue/Buchanan Street up to the intersection of Pierce Street. A new traffic signal would be installed at Pierce St. to provide a safe crossing for the path to the north side of Buchanan Street where the path will merge with the existing Buchanan Bridge overcrossing. A series of bulb outs would be built along Marin Avenue and Buchanan Street to provide traffic calming effects, shorter crossing distances for pedestrians, and opportunities to replace and plant new trees.

The City has implemented a Safe Routes to School Program at the three elementary schools in Albany. This program is focused on increasing the number of children who walk or bike to school. The Buchanan Path project provides a direct route to Ocean View School

and is expected to be used by parents dropping off children, either by bicycle or by foot, hence reducing vehicular congestion around Ocean View Elementary.

Following preliminary design work, but prior to seeking a grant, the City met with the staffs of each stakeholder group. The purpose of these contacts was to inform the stakeholders of this potential project, discuss the amount of additional right of way needed, and get a sense of whether each stakeholder was willing to grant an easement to accommodate the bicycle and pedestrian path.

After receiving the grant, City staff held several meetings with the project stakeholders and the project consultant to obtain feedback in the project design. The project stakeholders are: the United States Department of Transportation (USDOT), the Albany Park and Recreation Department, the Albany Unified School District, the University of California, the Albany Strollers & Rollers (AS&R), and local residents.

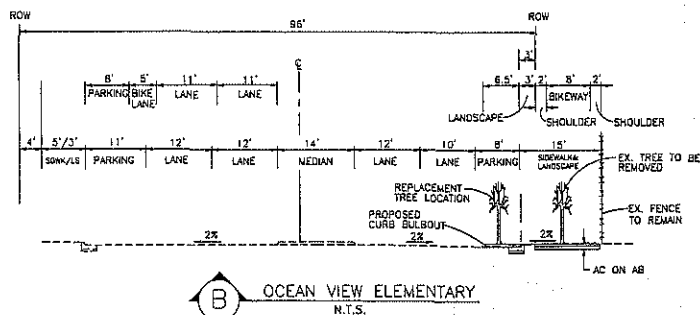
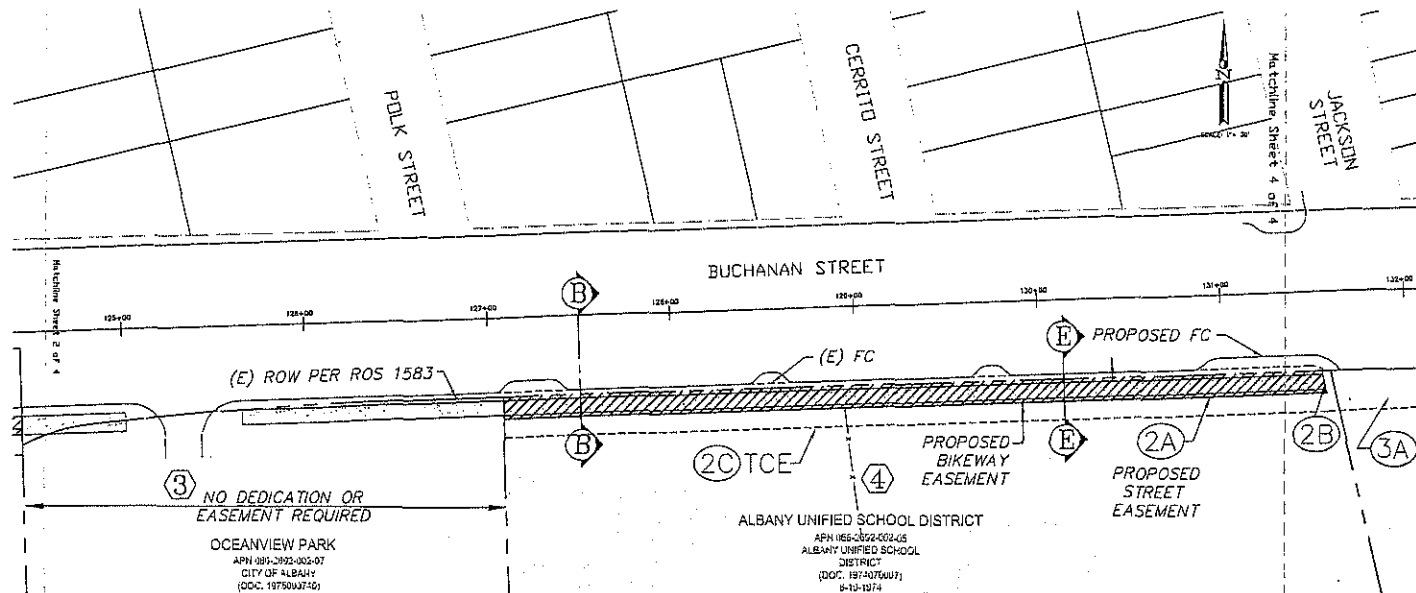
After the Council selected a preferred alternative in July 2009, the City proceeded with the next step in the project development: the completion of an environmental document for the project. City staff pursued a Mitigated Negative Declaration under the CEQA (State) process that was released for public comment between November 9 and December 8, 2009. Stakeholders were notified about the availability of the document for public review.

During August and September 2009, City staff met with the project stakeholders to discuss the right of way needed to implement the path. The City prepared survey plans detailing the area required along the property line of each agency adjacent to the path alignment. City staff presented this request before the Board of Education on November 4, 2009.

REQUEST

The attached plans reflect the proposed easement needed from the school district, which is approximately 450' in length by 12' in width (5,402 sq. ft). It is worth noting that an average of 12' of AUSD land is located outside of the existing fenced area (See cross section E on Sheet 6 of 6 in the attached set of survey plans). This translates into moving the existing fence along Ocean View Elementary less than 2.0 feet south from its existing location.

Currently, there is no funding to construct this project. Before the City can seek funding, it is necessary to show funders that the right of way for the project has been secured. Therefore, the City is requesting that the Board issue a Letter of Intent to enter into an easement agreement that allows the City to use 5,402 sq. ft. for the path.



LEGEND & ABBREVIATIONS

AC	Asphalt Concrete	---	Property Line or ROW
Conc	Concrete	- - - -	Monument Line
CP	Control Point	---	Easement Line
(E)	Existing	[Pattern]	Bikeway/Sidewalk/Path
FC	Face of Curb	[Pattern]	Proposed Bikeway/Sidewalk/Path Easement
Mon	Survey Monument	[Pattern]	Proposed Roadway Dedication
ROW	Right of Way	[Pattern]	Existing Highway & Overpass Permit
TCE	Temporary Construction Easement		
S/W	Sidewalk		

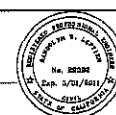
DRAWING HALF SIZE

DATE	MARK	REVISION	INT.

Designed by: PJW
 Drawn by: AC
 Checked by: RWL
 Date: AUG 2009



PREPARED BY:
 CITY OF ALBANY
 COMMUNITY DEVELOPMENT
 ACC. INC. CITY ENGINEER
 RANDOLPH W. LEPTIEN
 DATE:



City of Albany
 Alameda County California
 BUCHANAN STREET / MARIN AVENUE
 BIKEWAY

PRELIMINARY
 EASEMENT & ROW
 DEDICATION MAP
 File: 2008.033.62 Sheet no. 3 of 6

**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

December 16, 2009

Ms. Aleida Andrino-Chavez
City of Albany Community Development
Transportation Division
979 San Pablo Avenue
Albany, California 94706

Re: Request for Right-of-Way Easement for Buchanan Bicycle and Pedestrian Path Project

Dear Ms. Andrino-Chavez:

The Albany Unified School District ("District") is in receipt of your memorandum dated December 16, 2009. You requested that the District's Board of Education ("Board") issue a letter of intent to enter into an easement agreement with the City of Albany ("City"), whereby the District would grant the City an easement on approximately 5,402 square feet of District property in furtherance of the City's construction and operation of the Buchanan Bicycle and Pedestrian Path Project ("Project"). Pursuant to Education Code section 17556, *et seq.*, before the Board can enter into an agreement conveying an interest in real property belonging to the District for projects relating to public streets, it must comply with a specific statutory process. The Board must first adopt by a two-thirds vote a resolution declaring its intention to grant such an easement. If adopted, the issue of the conveyance of the easement is then subject to a public hearing. The Board must then adopt a further resolution approving the conveyance, again by a two-thirds majority. If a protest is filed against this resolution, the County Superintendent of Schools ("Superintendent") must then render a decision on the matter.

Because of this process, the District cannot lawfully commit to entering into an agreement to grant the easement at this time. The District is, however, interested in moving forward with the process necessary to reach such an agreement. Accordingly, this letter shall serve to notify the City that the Board intends to commence the process for conveyance of the requested easement following the City's notification that sufficient funds have been arranged for the Project to move forward.

Should you have any questions or comments, please do not hesitate to contact me.


Very truly yours,

Marla Stephenson
Superintendent

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

ITEM: **APPROVE RESOLUTION NO. 2009-10-08 REGARDING
INTENTION TO CONVEY CERTAIN REAL PROPERTY
TO THE CITY OF ALBANY FOR THE INSTALLATION OF
A CURB RAMP LOCATED AT THE SOUTHWEST
CORNER OF JACKSON STREET AND BUCHANNAN
STREET**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: **ACTION**

BACKGROUND INFORMATION:

The City of Albany will be installing four way dedicated left hand turn lanes at the corner of Jackson and Buchanan Streets. Staff, parents and community at OceanView Elementary School are concerned about student-pedestrian safety. This installation will increase student safety. The City is requesting that the Board of Education convey 70.5 square feet of District property.

There are specific Education Code procedures to follow when granting an easement to a city for streets and related paths, rights of way, etc. **Education Code Section 17557:** The board adopts a resolution declaring its intent. The resolution must be adopted in an open meeting by 2/3rds of all members of the Board, not just those who are present at the meeting. The resolution must describe the property proposed to be dedicated or conveyed and the purposes for same. The resolution must also specify a date at least 10 days in the future for a public hearing on the dedication.

FINANCIAL INFORMATION:

No fiscal impact.

RECOMMENDATION: Approve Resolution No. 2009-10-08 regarding intention to convey certain real property to the City of Albany for the Installation of a curb ramp located at the southwest corner of Jackson Street and Buchanan Street

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that on the 5th day of January, 2010, at the hour of 7:30 p.m. or as soon thereafter as the matter can be heard that is a time not less than ten days after the adoption of this Resolution, the Governing Board shall hold a public hearing upon the question of making the conveyance of the Property to the City pursuant to Education Code section 17558, at which time any interested person may appear and be heard thereon.

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

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

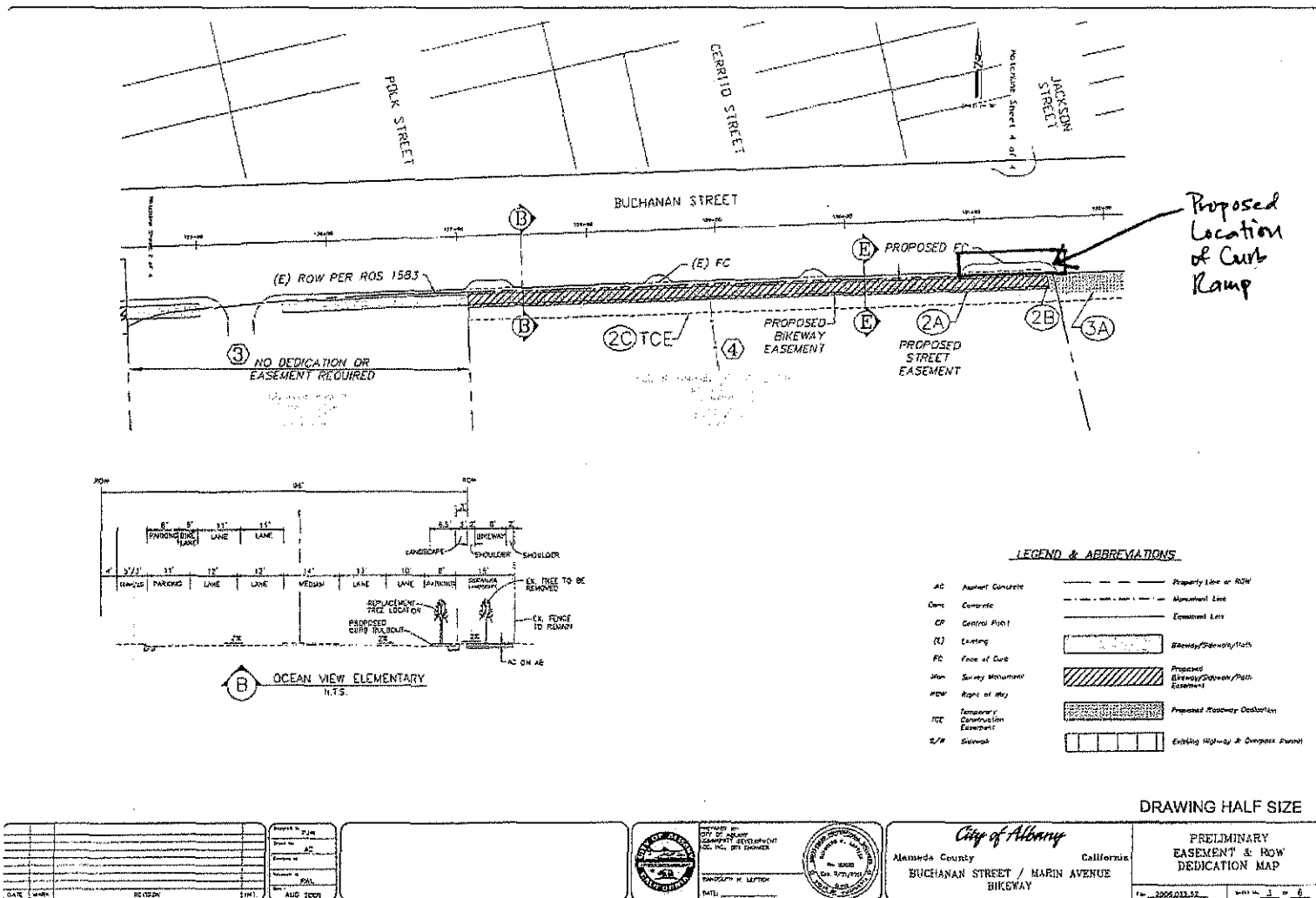
Passed and adopted on the 5th day of January, 2010, at a regular meeting of the Board of Education by the following vote:

Ayes _____ Nays _____

_____	_____
_____	_____
_____	_____
_____	_____

I, Marla Stephenson, Clerk of the Board of Education of Albany Unified School District, hereby certify that the foregoing Resolution was duly introduced, passed and adopted by the Governing Board at a regular meeting thereof held on the 5th day of January, 2010, by a vote of _____.

Exhibit A
Property Description



**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

ITEM: Recommendation for Designate Certificated Teachers to Permanent and Probationary Status

PREPARED BY: Cynthia Attiyeh, Human Resources Administrator

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

In accordance with California Education Code Section 44911 and 44915, the Superintendent is recommending the following teachers to Permanent and Probationary Status.

<u>Permanent</u>	<u>Name</u>	<u>FTE</u>
2009-2010	Bryant, Craig	1.0
2009-2010	Desroches, Megan	1.0
2009-2010	Gildersleeve, Joel	.4
2009-2010	Goose, Susan	1.0
2009-2010	Grove, Henry	1.0
2009-2010	Hawkridge, MaryAnn	1.0
2009-2010	Hudson, Mariflorence	1.0
2009-2010	Jordan, Kathryn	.6
2009-2010	Keeley, Lisa	.5
2009-2010	McDonald, Molly	1.0
2009-2010	Murff, Ellen	1.0
2009-2010	Ravina, Kara	.6
2009-2010	Saura, Karen	.4
2009-2010	Schauffler, Derek	1.0
2009-2010	Surowitz, Emily	1.0
2009-2010	Willis, Cheryl	1.0
2009-2010	Wiser, Maureen	.6

<u>Probationary II</u>	<u>Name</u>	<u>FTE</u>
2009-2010	Allen, Jeff	1.0
2009-2010	Chang, Betty	1.0
2009-2010	Chartrand, Emma*	1.0
2009-2010	Cortez, Dolores	1.0
2009-2010	Grady, Kathleen	.6
2009-2010	Hammond, Alison	1.0
2009-2010	Hoopes, Annalise	1.0
2009-2010	Ledbetter, Catherine	1.0
2009-2010	McNally, Darren	1.0
2009-2010	Rayyan, Hasan	1.0

2009-2010	Towne, Danae	1.0
2009-2010	Wild, Avram	1.0
2009-2010	Zablackis, Scott	1.0

* Will remain as Probationary II for the 2010-2011 school year because will not have completed 75% of the 2009-2010 school year.

<u>Probationary 0</u>	<u>Name</u>	<u>FTE</u>
2009-2010	Barry, Donna	1.0

Correction to Board Agenda Backup dated February 24, 2009 – Gan, Taoming was reported as Probationary II while an intern.

2009-2010	Gan, Taoming	.8
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FINANCIAL INFORMATION:

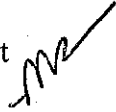
No fiscal impact.

RECOMMENDATION: APPROVE recommendation to move certificated teachers to permanent and probationary status.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

ITEM: **RELOCATION OF ALBANY HIGH SCHOOL
SOFTBALL TEAMS TO COUGAR FIELD AND ALBANY
HIGH SCHOOL BASEBALL TEAMS TO MEMORIAL
FIELD**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: **REVIEW**

BACKGROUND INFORMATION:

Albany Unified School District was first alerted to possible Title IX compliance issues in 2007. **Title IX**, is a law enacted on June 23, 1972, that states: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance." Although the most prominent "public face" of Title IX is its impact on high school and collegiate athletics, the original statute made no reference to athletics.

One component of Title IX addresses the effective provision of equitable services, facilities, and supplies for female athletes. Schools have an obligation under Title IX to ensure that its' female and male teams have equal access to comparable facilities, including practice and competitive sites.

The Albany High School baseball teams have greater flexibility and a less constrained practice schedule on district owned Cougar Field than the Albany High School softball teams do at city owned Memorial Field. The Albany High School softball teams play on a field with a permanent mound. This presents a safety hazard for players and the integrity of the game is compromised. Both problems (less practice time and playing on a field with a permanent mound) exist because Albany Unified School District does not have the property to build enough sports fields to meet the needs of high school athletics. To this end, the City of Albany has allowed the district to use Memorial Field. Then district must share the field with Albany Little League and other teams.

In 2008, the Superintendent worked closely with the City of Albany, Albany High School and Albany Little League and proposed a plan that would move Albany Little League from Memorial Field to OceanView Field. This move was to occur in concert with a City plan to improve OceanView Field thus allowing the District to financially contribute to the improvements that were necessary to relocate Little League. The Board allocated funds to make the OceanView Field improvements. As a result of moving Albany Little League to OceanView Field, the permanent pitching mound at Memorial Field would have been removed thus creating an equitable field for Albany High School softball teams.

As plans were being developed for the OceanView Field improvements, the State of California experienced an economic decline. The City of Albany was unable to access funds to make the improvements. During this period of uncertainty, new members were elected to the Little League Board and there was push back from the baseball community on the move. The plan to move Little League to OceanView Field became untenable since we no longer had the support of all stakeholders.

Members of Albany Little League and Albany High School Softball supporters met several times during spring and summer of 2009 to see if they could develop a plan that all could endorse. Nothing official was brought to the City or School District as a result of these talks.

In September, 2009, the Superintendent retained a sports field consultant to review the layouts of Cougar Field, OceanView Field and Memorial Field. As a result of that review, it has been determined that Cougar Field is the best site to locate the home field of Albany High School softball teams. Memorial Field is the best site to locate the home field of Albany High School baseball teams.

The Superintendent has met with representatives of Albany Little League, Albany High School Baseball and Softball teams, Albany High School Administration and the City Parks and recreation Department. There is no opposition to the relocation of the baseball and softball teams. All representatives have indicated that they will work collaboratively with the City and School District to help make this solution work.

Albany Little League and Albany High School baseball are working on field scheduling. The plan is that both entities will play home games at Memorial Field and to use OceanView primarily for practice. Cougar Field will become a dedicated softball field for high school and community use.

Field improvements will have to be made. It is anticipated that the costs will not exceed what the Board has already committed to solve Title IX problems with field equitability. Baseball and softball supporters have expressed an interest in making this a community volunteer project. Tom Murphy, Facilities Supervisor, will provide project management. We will work together with the City of Albany to relocate the teams for the 2010-11 season.

FINANCIAL INFORMATION:


Review only.

RECOMMENDATION: Discuss relocation of Albany High School softball teams to Cougar Field and Albany High School baseball teams to Memorial Field
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**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of January 5, 2010

ITEM: **CONDUCT 1ST READING OF BOARD POLICY
SECTION 6000 – INSTRUCTION (UNDER SEPARATE
COVER)**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: **Review and Discussion**

BACKGROUND INFORMATION:

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

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

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION:

It is recommended that the Governing Board:

- (1) Accept for a first-reading board policy section 6000 – Instruction, administrative regulations and/or exhibits.
- (2) Direct the Superintendent or her designee to further refine the documents as necessary and return them for a second reading at the January 19, 2010 meeting at which time the Governing Board will vote to adopt, approve or delete them as recommended.

