

ALBANY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

REGULAR MEETING

Albany City Hall  
1000 San Pablo Avenue  
Albany, CA 94706

TUESDAY  
March 16, 2010

A G E N D A

**I. OPENING BUSINESS**

**7:00 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**

**7:05 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: Government Code Section 54957: Public Employee Appointment  
**Certificated**
  - 1. Correction
    - a. Long Term Substitute
  - 2. Extra Assignment
    - a. Band Teacher
    - b. BTSA Mentor
    - c. Choral Teacher
    - d. Yearbook Teacher
  - 3. Leave – none
  - 4. New Hire
    - a. Long Term Substitute
    - b. Substitute Speech/Language Teacher
    - c. Substitute Teacher
  - 5. Resignation – none
  - 6. Status Change – none
  - 7. Termination – none

**Classified**

1. Corrections – none
2. Extra Assignment – none
3. Leave – none
4. New Hire
  - a. Lead Para-Educator
  - b. Substitute Café Assistant
  - c. Substitute Clerical
5. Resignation – none
6. Status Change
  - a. Library Tech
7. Termination
  - a. District Student Data Coordinator
  - b. Special Education Para-Educator

- C) 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) March 2, 2010
- b) February 18, 2010

**2. Personnel Assignment Order**

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

1. Correction
  - a. Long Term Substitute

2. Extra Assignment
  - a. Band Teacher
  - b. BTSA Mentor
  - c. Choral Teacher
  - d. Yearbook Teacher
3. Leave – none
4. New Hire
  - a. Long Term Substitute Teacher
  - b. Substitute Speech/Language Teacher
  - c. Substitute Teacher
5. Resignation – none
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. Lead Para-Educator
  - b. Substitute Café Assistant
  - c. Substitute Clerical
5. Resignation – none
6. Status Change
  - a. Library Tech
7. Termination
  - a. District Student Data Coordinator
  - b. Special Education Para-Educator

3. **Curriculum and Instruction**

- a) Approve the Independent Contractor Agreement between Albany Unified School District and the Community Alliance for Learning. Cost not to exceed \$3,000.00 Pg 6
- b) Approve the Master Services and License Agreement between Albany Unified School District and the KC Distance Learning, INC., DBA Aventa Learning Pg 12
- c) Approve the Comprehensive Safe School Plans for 2010-11 Pg 26

4. **Business and Operations**

- a) Approve Warrant Listing – February 2010 Pg 27
- b) Approve increase to purchase order #P10-00443 Pg 81  
between Albany Unified School District and Howard McNenny, AIA, to provide space planning, site design, and interior design services for site relocations

5. **Student Services**

- a) Approve one (1) Independent Contractor Agreement between Albany Unified School District and Katherine McCormick Baca to provide Communication Access Realtime Translation (CART Services) on a substitute basis at the rate of \$80.00 per hour. This service provides speech-to-text translation for one (1) student. Cost not to exceed \$3,000.00. Funding Source: Special Education. Pg 82
- b) Approve the 2010-2011 Non-Tuition Interdistrict Attendance Agreement between Albany Unified School District and San Lorenzo Unified School District Pg 87

V. **STUDENT BOARD MEMBERS**

- A) Student Reports

VI. **STAFF REPORTS**

- A) WASC Report – Albany High School

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 Resolution 2009-10-13 Adoption of California Public Employees' Deferred Compensation Plan for employees of Albany Unified School District Pg 89
- B) Conduct the 1<sup>st</sup> reading, waive 2<sup>nd</sup> reading and approve revision of Board Policy 3300 – Expenditures and Purchases Pg 105
- C) Conduct 2<sup>nd</sup> reading and approve Board Policy Section 1330 – Facilities Pg 109
- D) Approve Facility Fee Schedule Pg 118

IX. **REVIEW AND DISCUSSION ITEMS**

- A) Discuss Administrative Regulation 3300 – Expenditures and Purchases and Administrative Regulation 3290 – Gifts, Grants, and Bequests Pg 120

X. **BOARD AND SUPERINTENDENT COMMENTS**

**XI. FUTURE AGENDA ITEMS**

- |                                |       |
|--------------------------------|-------|
| A) IHS Report                  | April |
| B) Special Education Report    | April |
| C) Strategic Plan              | April |
| D) 2009-10 Parcel Tax Review   | April |
| E) Parks and Recreation Report | April |
| F) Williams Quarterly Report   | May   |
| G) Reallocation of Parcel Tax  | May   |
| H) Consolidated Application    | June  |
| I) Single School Plans         | June  |

**XII. FUTURE BOARD MEETINGS**

- A) Tuesday, April 6, 2010, 7:30 p.m., Regular Meeting  
Albany City Hall, 1000 San Pablo Avenue, Albany
- B) Tuesday, April 20, 2010, 7:30 p.m., Regular Meeting  
Albany City Hall, 1000 San Pablo Avenue, Albany
- C) Tuesday, May 4, 2010, 7:30 p.m., Regular Meeting  
Albany City Hall, 1000 San Pablo Avenue, Albany

**XIII. ADJOURNMENT**

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

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

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

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

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of March 16, 2010**

**ITEM: APPROVE THE INDEPENDENT CONTRACTOR  
AGREEMENT BETWEEN ALBANY UNIFIED SCHOOL  
DISTRICT AND THE COMMUNITY ALLIANCE FOR  
LEARNING**

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

**TYPE OF ITEM:** CONSENT

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**BACKGROUND INFORMATION:**

The Community Alliance for Learning will provide the WriterCoach Connection program for Albany Middle School.

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**FINANCIAL INFORMATION:**

Cost not to exceed \$3,000.00

**RECOMMENDATION:** Approve the Independent Contractor Agreement between Albany Unified School District and the Community Alliance for Learning

## **Albany Unified School District**

### **Independent Contractor Agreement**

THIS AGREEMENT, made this day of July 1, 2009 between **Community Alliance for Learning**, an independent contractor ("Contractor") having a principal place of business at 1042 Ramona Avenue, Albany, California, 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 25, 2010, unless sooner terminated according to the provisions set forth herein.

#### **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 the fees set forth in Exhibit "A." Unless otherwise provided for in Article II, payment of expenses shall be made within thirty (30) 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.

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 except as set forth in Exhibit "A." The Contractor is liable for among other things, taxes, personal health and car insurance. The

Contractor will maintain 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 otherwise dispose of this contract or its right, title or interest therein, or any part thereof, except as provided in Exhibit "A." 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. 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, and the contractor, at his/her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may 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.



The Liability provisions set forth in this agreement apply solely to the training and consulting services provided by the Community Alliance for Learning and its staff. CAFL does not bear responsibility for actions by teachers or other district employees at Albany Middle School or for volunteers at Albany Middle School.

#### VII. ENTIRETY OF AGREEMENT

This Agreement and Exhibit "A" 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.

#### VIII. 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.

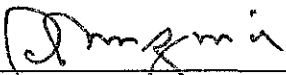
EXECUTED AT \_\_\_\_\_, California on the date first written above.

#### ALBANY UNIFIED SCHOOL DISTRICT

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

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

#### COMMUNITY ALLIANCE FOR LEARNING

By:   
Executive Director

Date: 3/10/10

## **EXHIBIT "A"**

# **Community Alliance for Learning WriterCoach Connection™ at Albany Middle School**

## **I. General Provisions**

- **Community Alliance for Learning (CAFL)**, a charitable 501(c)(3) organization, is dedicated to helping students achieve academic success and confidence and to strengthening community support for education through its volunteer-based educational programs. CAFL's project, **WriterCoach Connection™ (WCC)**, trains and coordinates community volunteers as writing coaches who encourage students to think critically, write proficiently, and develop their own ideas.
- **The Albany Unified School District (Albany)** has decided to contract for professional training for its community volunteers and for **WriterCoach Connection** site coordinators to continue the writing coach program started at Albany High School (AHS) in spring 2004. All **WriterCoach Connection™** activities undertaken at AMS are undertaken with the approval and authorization of the Albany Unified School District.
- **Community Alliance for Learning**, the nonprofit sponsor of **WriterCoach Connection™**, will retain and supervise the WCC site coordinator(s) for AMS and provide training for community volunteers who participate in the WCC project at AMS. CAFL also will provide measures for program evaluation and accountability.
- This Exhibit "A" shall be incorporated by reference in its entirety, and made part of any agreement with Albany.

## **II. Scope of Work and Methods**

The following steps outline the scope of CAFL training, coordination and assessment services.

### **Step One: Program planning and support**

CAFL and AMS meet to plan services.

CAFL agrees to retain and supervise the site coordinator(s) who will be responsible for volunteer recruitment, development of coaching schedules with teachers, and coordination of all aspects of the program between teachers and coaches.

AMS agrees to provide:

1. A portion of the funding for services described in this Scope of Work.
2. Support and encouragement for teacher participation.
3. Classroom or other suitable space where coaches can meet with students.
4. Storage space for program materials and writing folders and supplies, and photocopy access.

## VII. Termination

This Agreement shall terminate upon completion of the term set forth herein. However, either party may terminate this Agreement with a thirty (30) day advance written notice. In the event of termination by either party prior to completion of the term, CAFL shall be compensated for time spent and components delivered up to and including the date on which notice of termination is received, plus direct expenses.

It is understood and agreed that AMS may terminate the agreement, if a good faith determination has been made that the project does not meet the needs for which it was intended.

The consultant is committed to give the time and components spelled out in this proposal, but if a determination is made that implementing the program, or achieving the intended results, is too remote to warrant continuation, CAFL may terminate the agreement. CAFL may also terminate the agreement if Albany fails or becomes unable to adequately provide the facilities, funding or participation of teachers necessary to implement the program on site. The basis for such determinations will be provided to AMS, along with reasonable opportunity to remedy deficiencies.

### SIGNED:

#### COMMUNITY ALLIANCE FOR LEARNING

BY *Robert Minzimir* DATE: 3/10/10  
 Print name Robert Minzimir

#### ALBANY MIDDLE SCHOOL

BY: *Robin Davis* DATE: 3/10/10  
 Print name Robin Davis

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of March 16, 2010**

**ITEM:** **APPROVE THE MASTER SERVICES AND LICENSE  
AGREEMENT BETWEEN ALBANY UNIFIED SCHOOL  
DISTRICT AND KC DISTANCE LEARNING, INC., DBA  
AVENTA LEARNING**

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

**TYPE OF ITEM:** **CONSENT**

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**BACKGROUND INFORMATION:**

The Aventa Learning program is an online credit recovery program that AUSD is piloting at MacGregor Continuation High School.

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**FINANCIAL INFORMATION:**

Cost not to exceed \$2,000.00

**RECOMMENDATION:** Approve the Master Services and License Agreement between Albany Unified School District and KC Distance Learning, Inc., DBA Aventa Learning

## Master Services and License Agreement

### Between Albany Unified School District and KC Distance Learning, Inc. DBA Aventa Learning

Albany Unified School District ("Customer") and KC Distance Learning, Inc., a Delaware corporation ("KCDL") enter into this Master Services and License Agreement (the "Agreement") as of the 2nd day of February, 2010 (the "Effective Date").

#### Recitals:

- A. Customer desires to obtain a license from KCDL to offer Licensed Materials (as defined below) from KCDL into a certain Territory as set forth below; and
- B. KCDL desires to grant Customer a license to those Licensed Materials (as defined below) on the terms and conditions set forth herein.

#### KCDL and Customer agree to the following:

#### 1. Definitions

- 1.1 "AP" means Advanced Placement.
- 1.2 "Licensed Materials" refers collectively to the following KCDL products.
  - (a) "Online Course(s)" means the courseware designed, developed or provided by KCDL and delivered online to teach students in various subjects.
  - (b) "Exam Review" means the courseware designed and developed or provided by KCDL and delivered online as independent study to assist Students (as defined herein) in preparing for exams, including without limitation nationally administered AP exams or state-administered assessment exams.
- 1.3 "KCDL Web Site" means the web site with the URL <http://www.aventallearning.com> or such other URL as KCDL may designate.
- 1.4 "Content" means data, documentation, text, audio, video, graphics, animation, drawings, programming, icons, images, pictures and charts.
- 1.5 "End-User(s)" means a Student or Teacher.
- 1.6 "Online Instructor" means the instructor who conducts the Online Courses, whether provided by KCDL or Customer.
- 1.7 "Participating School" means a school district or school of Customer that has one or more Teacher(s) or Student(s) registered and enrolled in one or more Licensed Materials pursuant to this Agreement.
- 1.8 "Student" means a Student enrolled in a KCDL Licensed Material pursuant to this Agreement.

- 1.9 "Teacher" means a Teacher enrolled in a KCDL Licensed Material pursuant to this Agreement.
- 1.10 "Territory" is the area in which End-Users can Access the Licensed Materials.
- 1.11 "Customer's Created Content" means Content that the Customer's own instructor(s) have added to the Licensed Materials.
- 1.12 "Confidential Information" means, except as otherwise specifically provided in the Agreement, (a) each party's trade secrets under applicable law (including, without limitation, financial information, processes, formulas, specifications, programs, instructions, technical know-how, pedagogical techniques and styles, methods and procedures for operation, and benchmark test results); (b) any confidential or other proprietary information, whether of a technical, business or other nature that is of value to the owner of such information and is treated as confidential (including, without limitation, information about employees, customers, marketing strategies, services, financial performance or projections, business or technical plans and proposals, in any form); (c) any other information identified by a party as "Confidential Information"; (d) any other information relating to a party that is or should be reasonably understood to be confidential or proprietary; and (e) the terms of this Agreement. Provided that, "Confidential Information", shall not include information that was (i) already known by the receiving party, without obligation to keep it confidential, (ii) received in good faith from a third party lawfully in possession of it without obligation to keep it confidential, (iii) publicly known at the time of its receipt by the receiving party or has become publicly known other than by a breach of this Agreement, (iv) independently developed by the receiving party without use of the disclosing party's Confidential Information, or (v) required to be disclosed by applicable statute or regulation or by judicial or administrative process, provided that the receiving party will use all reasonable efforts under the circumstances to notify the disclosing party of such requirements so as to provide such party the opportunity to obtain such protective orders or other relief as the compelling court or entity may grant.
- 1.13 "Physical Education" means any Licensed Materials subjects that are related to physical education including, but not limited to Fitness for Life. KCDL may add additional Physical Education Licensed Materials subjects from time to time.
- 1.14 "Course Seat" means a Student in one Online Course for a single semester of content or .5 credit.
- 1.15 "Block" means two Course Seats.
- 1.16 "Customer Hosted" means where the Customer hosts the content either on their local servers or by a third party hosting service. In the event that Customer uses multiple hosting providers or platforms, this definition will apply to the primary hosting provider or platform.

## 2. License Grant

2.1 Grant of License. Subject to the provisions of this Agreement, KCDL hereby grants to Customer and Customer hereby accepts from KCDL the non-transferable and non-exclusive Content Licenses to use the Licensed Course Content for Customer's internal

business purposes. The course content referenced in Exhibit A is licensed and limited to the Territory.

2.2 Territory. The Territory under this agreement shall be students and teachers within Albany Unified School District, CA.

2.3 Restrictions. Customer shall not, and shall not permit End-Users, Customer's employees or agents or any other third party to (a) copy or modify the Licensed Materials or any portion thereof, or (b) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the Licensed Materials. Customer shall not sublicense, sell, lend, rent, lease or otherwise dispose of all or any portion of the Licensed Materials or any interest in the Licensed Materials without KCDL's prior written consent; provided that nothing in this provision is intended to limit Customer's ability to permit Participating Schools and End-Users to Access Customer Hosted Licensed Materials.

### 3. Third Party Users

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom the Customer has a business relationship such as a supplier or customer and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Course Content solely for the purpose of providing services to Customer. All such services will be solely for the benefit of Customer's internal business operations. The Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of Customer's internal benefit, including but not limited to, expanding the Customer's geographic area or providing any services for starting or increasing revenue generation (for a profit or non-profit purpose).

All such persons must execute an agreement in writing with Customer to maintain the Confidential Information in confidence and to use the Licensed Materials only as permitted. Customer agrees to strictly enforce the provisions of such non-disclosure agreements set forth in this Section 3 and all other provisions of such non-disclosure agreements set forth in this Section 3 and all other provisions of this Agreement as applicable to any and all uses of the Licensed Materials.

### 4. Term and Termination

4.1 Term. The term of this Agreement shall be from the Effective Date through June 30th, 2010 (the "Term"). The Term of this Agreement will be renewed each additional year provided that Customer or KCDL does not give written notice terminating this Agreement to the other party within thirty (30) days prior to the termination of this Agreement.

4.2 Termination. Either party may terminate all or a portion of this Agreement or the relevant individual schedule upon breach by the other party of any of its material obligations, including those under the attached Schedules, under this Agreement, and a failure to cure such breach within thirty (30) days of receipt of written notice thereof. In addition, either party may terminate this Agreement immediately if the other breaches the confidentiality provisions of this Agreement or the scope of any license granted under this Agreement or if the other party becomes insolvent or admits in writing an inability to pay debts as they mature, or make an assignment for the benefit of creditors; or if a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like is filed and is not dismissed within sixty (60) days after such filing.

4.3 Effect of Termination. In the event of termination of this Agreement for any reason, (i) all rights granted under this Agreement shall terminate, and (ii) each party shall return to the other party, or destroy and certify destruction of, all materials containing Confidential Information of the other party. Termination of this Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to such termination, nor affect or impair the rights of either party arising under this Agreement prior to such termination, except as expressly provided herein. Further, in the event of termination, KCDL shall have the option to terminate immediately all Access by any Students or Teachers. Each party must return or destroy all promotional materials of the other in its possession.

## **5. Fees, Reports, and Audits**

5.1 License Fees. In exchange for the rights granted to Customer, KCDL shall receive from Customer fees outlined in Exhibit A.

5.2 Textbook Fees. In addition to the license fees set forth in section 5.1, KCDL shall charge a fee for textbooks associated with each Course if requested by Customer. For each textbook that KCDL provides to Customer, KCDL shall receive from Customer according to the fees listed at <http://avantalearning.com/learn-more>. These fees will change from time to time.

5.3 Teacher Training. If requested by Customer, online course teacher training will be provided for \$2500 on site.

5.4 Reports. Both KCDL and Customer agree to provide semester reports documenting the enrollments of End-Users under this agreement.

5.5 Audits. KCDL may with 3 days notice audit the use of their proprietary course content. KCDL may audit the number of enrollments in a course for accounting purposes. If any audit determines that Customer has not complied with the terms of this Agreement, that party shall pay the other party any amount that is due and owing.

## **6. Invoicing and Payment Terms**

6.1 General. All fees shown on this Agreement shall be paid according to these Invoicing and Payment Terms. KCDL shall provide Customer with an invoice for all fees due hereunder as follows:

- Credit Recovery: Payment is due in full at the start of the program.

All invoices shall be due and payable within thirty (30) days of the date of the invoice. Late payments will bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

6.2 Refunds. KCDL does not provide refunds with the Credit Recovery program. If a student drops from a course the concurrent user seat is then open for a new enrollment.

6.3 Taxes. Any taxes associated with providing Licensed Materials will be added to the invoice in addition to the License Fees and will be Customer's responsibility.

## **7. Catalog Revisions**



KCDL reserves the right to add Products, withdraw Products, and/or to offer substitute Products, in its sole discretion. If KCDL adds, withdraws or substitutes a Product, this Agreement will remain in effect in all other aspects.

## **8. Hosting Services and Support**

8.1 KCDL Hosting. In the event KCDL Hosts Licensed Materials, and during the Term, KCDL shall host on a server or servers at KCDL's facility or such other location as selected by KCDL in its sole discretion (the "Server"). KCDL shall be responsible for the posting, updating and maintenance of the Licensed Materials on the Server. Pursuant to the schedule for access that KCDL makes generally available to its KCDL Licensed Material customers, KCDL will permit Access to the hosted materials by Customer's Students and Teachers for the fees set forth on the herein. During the Term, KCDL shall configure, install, house, maintain, upgrade, monitor, modify and operate the computer equipment, the Server and other software, network equipment and components and bandwidth/connectivity necessary to host, fully operate and support the Licensed Materials (collectively, the "Hosting Services").

8.2 KCDL Hosted Support. In the event KCDL Hosts Licensed Materials, and during the Term, KCDL shall provide Telephone and email support.

## **9. System Availability**

KCDL shall use commercially reasonable efforts to maintain operation of the Hosting Services on 24-hours per day, 365 days per year basis. From time to time, however, and as may be necessary to maintain the proper operation of the Hosting Services, KCDL may take its servers down for repairs, upgrades or routine maintenance. KCDL will use commercially reasonable efforts to minimize the impact of such operations.

9.1 Critical One Site Fixes. Reported site problems of a critical nature preventing [Customer's] use of the Hosting Services provided pursuant to this Agreement shall be repaired within 24 hours of receipt of a written report received by KCDL or if not within 24 hours, as soon as commercially reasonable. KCDL shall commence site repair work immediately upon receipt of notice, and shall continue site repair work until the site is in full working order.

9.2 Critical Two Site Fixes. Reported site problems of a nature limiting [Customer's] use of the Products or Services provided pursuant to this Agreement shall be repaired within three (3) business days of receipt of a written report received by KCDL or if not within three (3) business days, as soon as commercially reasonable. KCDL shall commence site repair work as soon as commercially reasonable, and shall continue site repair work until the site is in full working order.

9.3 Non-critical Site Fixes. Reported site fixes of typographical errors and other non-critical, incorrect information in the site will be made within ten (10) business days of receipt of a written report received by KCDL from [Customer] or if not within ten (10) business days, as soon as commercially reasonable.

## **10. Usage Guidelines and End User Data**

KCDL's Usage Guidelines govern the general policies and procedures for use of the Hosting Services. KCDL's Privacy Policy governs how KCDL collects, stores, processes and uses information associated with Customer's use of the Hosting Services. The Usage Guidelines and Privacy Policy are posted on KCDL's Web site and may be updated from time to time by KCDL in its sole discretion. BY USING THE HOSTING SERVICES, CUSTOMER AGREES TO BE BOUND

BY THE TERMS OF THE USAGE GUIDELINES AND PRIVACY POLICY AND ANY MODIFICATIONS THERETO. KCDL RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT FOR ANY VIOLATION OF THE USAGE GUIDELINES. The parties shall jointly own all right, title and interest in the End-User Data that it collects and shall have the right to exploit such data as allowed by applicable law.

## **11. Joint Press Release**

The parties may cooperate in the preparation of a joint press release, mutually agreed by the parties and related to this Agreement, to be released within fifteen (15) days of the execution of this Agreement.

## **12. Customer's Obligations**

12.1 Equipment. Customer's Participating Schools, Teachers and Students will be responsible for all the necessary computer hardware, software, modems, connections to the Internet and other items that are needed for accessing the Licensed Materials, and all costs associated with such access.

12.2 Compliance with Laws. Each party shall comply, and to assist the other generally in complying, with federal and state rules regarding student records, privacy, commercial use of student information and other similar administrative rules and regulations, and more specifically, in each party's efforts to ensure that, with regard to all Students, all records gathered with respect to Students under the age of eighteen (18) years will comply with FERPA.

12.3 Rules of Conduct. The parties acknowledge that increasing access to online courses and resources is a key goal and priority, that student or teacher success depends upon a number of factors, and that attrition is predictable for any online courses and for distance learning. Accordingly, neither party makes any warranties regarding school, teacher or student participation or completion. The parties further acknowledge that KCDL shall institute for all Students basic rules for academic and personal conduct for the Licensed Materials, and that KCDL shall enforce those rules in its sole discretion, including the termination of Students for failure to adhere to those rules. Included in the rules of student conduct shall be prohibitions against any Student attempting to make inappropriate communications or contacts with any other Students through the KCDL Licensed Material and the KCDL Web Site, as well as prohibitions against hacking, viral infection, or other technical attempts to gain unauthorized access to or cause damage to KCDL through its web site.

12.4 Inspection. Upon reasonable prior notice during normal business hours, each party shall permit the other to inspect such party's premises and any hardware where the Licensed Materials is Accessed as well as all applicable records, to confirm compliance with the terms of this Agreement.

12.5 Waiver. Prior to permitting the use of any Physical Education Licensed Materials, Customer agrees that it shall require all End-Users to enter into a written waiver, the form of which shall be provided to Customer by KCDL, as such shall be modified from time to time.

## **13. Trademark License**

13.1 Trademark License. Subject to the terms and conditions of this Agreement, KCDL hereby grants to Customer a royalty-free, nonexclusive, nontransferable license to use the KCDL trademarks, service marks, domain names and logos specifically listed as "KCDL Marks" on the KCDL Web Site, which may be amended from time to time in KCDL's sole discretion (collectively,

the "KCDL Marks"), solely in connection with the marketing, promotion and provision of the Licensed Materials in the Territory.

13.2 Requirements. Customer shall at all times comply with all written trademark and copyright guidelines and restrictions that KCDL supplies to Customer and/or posts on the KCDL Web Site from time to time regarding the KCDL Marks. Customer acknowledges the importance of maintaining a common look and feel for all sites and services utilizing the KCDL Marks.

#### 14. Intellectual Property Claims

- (a) To the extent permitted by law, KCDL will defend or (at its option) settle any claim or action brought against Customer to the extent that it is based on a claim that the Licensed Materials infringe any copyright, Patent, trade secret or trademark enforceable in the United States of America of any third person ("Infringement Claim") and will indemnify to the extent permitted by law Customer against damages and costs awarded against Customer by a court of competent jurisdiction by final order from which no appeal is taken or the time for appealing has expired, provided that Customer notifies KCDL promptly in writing of same, and provided further that Customer permits KCDL to Control the litigation and to defend, compromise or settle the claim and provides all available information, assistance and authority to enable KCDL to do so. KCDL shall not be liable to reimburse Customer for any compromise or settlement made by Customer without KCDL's prior written consent, or for any legal fees or expenses incurred by Customer in connection with such claim.
- (b) Should the Licensed Materials or any of them become, or in KCDL's sole opinion be likely to become, the subject of a claim of infringement, misappropriation, or violation of an Intellectual Property Right (an "Infringement Claim") KCDL may (i) procure for the Customer, at no cost to the Customer the right to continue to use the Licensed Materials which are the subject of the Infringement Claim (ii) replace or modify the Licensed Materials or part thereof subject to such Infringement Claim with software or documentation of at least comparable functionality at no cost to the Customer, or (iii) if neither of the foregoing alternatives are reasonably practical in KCDL's sole judgment, remove the component that is the subject of the Infringement Claim or any or all other parts of the Licensed Materials and refund to the Customer the License Fees paid by Customer for part removed as depreciated on a straight line five (5) year basis from the date of delivery of the part to the Customer.
- (c) Notwithstanding the foregoing, KCDL shall have no liability for any claim that is based on (i) the use if other than the latest release and version of the Licensed Materials, if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Customer, (ii) the use or combination of the Licensed Materials with the software, hardware or any other product not provided by KCDL, or (iii) any modification to the Licensed Materials or use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by KCDL.
- (d) This Section 14 states the entire liability of KCDL and Customer's sole remedies with respect to any Infringement Claim.

#### 15. Collaboration and Issue Resolution Process

15.1 Collaboration. To facilitate corroboration and cooperation between Customer and KCDL in performing this Agreement, Customer and KCDL agree that unless otherwise prohibited by this Agreement, or federal or state law, the parties shall share information about all matters that arise as a result of this Agreement.

15.2 Dispute Resolution. In the event of a dispute between the parties relating to the terms and conditions of this Agreement, the parties shall first attempt to resolve the matter by internal discussions involving persons having decision-making authority within the organization, which may be the respective Contact Persons.

15.3 Mediation. Any dispute or claim arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact. The parties agree to act in good faith to participate in mediation and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator, and those mediators shall select a third mediator who shall act as the neutral mediator to assist the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its costs.

## **16. Confidential Information**

Customer shall hold all of KCDL's Confidential Information confidential and shall not disclose it or use it except for the purposes set forth in this Agreement. Customer shall use the same degree of care to prevent disclosure of such information, as Customer would use with respect to Customer's own proprietary and confidential information, which shall not be less than a reasonable degree of care. Customer will notify KCDL immediately in the event that Customer learns of any unauthorized possession, use or knowledge of the Confidential Information and will cooperate with KCDL in any litigation against any third persons necessary to protect KCDL's rights with respect to the Confidential Information. Customer shall promptly return any Confidential Information to KCDL upon its request.

## **17. Representations and Warranties**

17.1 Mutual. Each party hereby represents and warrants to the other party that (i) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement, (ii) it will comply with all applicable laws in the performance of its obligations under this Agreement, (iii) it is not subject to any other agreement that would conflict with its ability to perform its obligations under this Agreement, and (iv) the services to be provided under this Agreement will be provided in a professional and workmanlike manner.

17.2 Customer's Further Warranties. Customer further represents, warrants and covenants to KCDL that: (i) Customer will comply with all KCDL requirements regarding access to the Server; (ii) Customer will not allow unauthorized parties to access the Server; (iii) Customer has acquired or will acquire all authorization(s) necessary for any links to third-party Web sites or other Content; (iv) Content that Customer provides, including without limitation, Customer's Created Content, does not and will not infringe or violate any right of any third party (including without limitation any intellectual property rights) or violate any applicable law, regulation or ordinance; (v) Customer will at all times comply with all applicable laws and regulations; (vi) Customer will not lease, rent, transfer or resell the Licensed Materials to any third party without KCDL's prior written consent.

## **18. Customer's Remedies**

KCDL's entire liability and Customer's exclusive remedy for failure of the Licensed Materials to comply with the warranties set out in Section 17 shall be, at KCDL's option, either (a) repair or replacement of the Licensed Materials that does not meet such warranty or (b) return of the License Fee paid to KCDL for the applicable Licensed Materials. KCDL's entire liability and Customer's exclusive remedy regarding a third party claim of intellectual property infringement brought or alleged shall be the following: if any suit or proceeding that KCDL is required to defend

hereunder results in Customer's use of any portion of the Licensed Materials being enjoined or otherwise restricted, KCDL shall at its sole option and expense either: (i) procure for Customer the right to continue using such portion of the Licensed Materials; (ii) modify such portion of the Licensed Materials so that it becomes noninfringing; or (iii) return to Customer the License Fee paid to KCDL for such infringing portion of the Licensed Materials and terminate this Agreement in whole or in part.

#### **19. Indemnification**

Customer shall defend, indemnify and hold KCDL, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by KCDL that arise from or relate to (a) any breach by Customer, End-Users, Online Instructors, or Participating Schools of Customer's obligations or warranties under this Agreement, (b) the infringement or alleged infringement by Customer's Created Content, whether provided by Customer, an Online Instructor, an End User, or a Participating School of any copyright, patent, trademark, trade secret or other intellectual property right or any other rights of a third party, (c) any statement made by Customer relating to the Licensed Materials or KCDL's services that was not approved in advance and in writing by KCDL, or (d) the negligence or intentional misconduct of Customer or any of its employees, agents, members, End-Users, Online Instructors, or Participating Schools

#### **20. Limitation Of Liability**

##### **20.1 Limit of Liability**

- (a) FOR ANY BREACH OR DEFAULT BY KCDL OF ANY OF THE PROVISIONS OF THIS AGREEMENT, OR RESPECT TO ANY CLAIM ARISING HEREFROM OR RELATED HERETO, EXCEPT FOR ANY CLAIM FOR BREACH OF SECTION 16 (UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION), OR FOR BREACH OF SECTION 14 (INTELLECTUAL PROPERTY INDEMNITY), KCDL'S ENTIRE LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED (i) THE AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE SPECIFIC LICENSED MATERIAL(S) THAT ARE THE SUBJECT OF THE CLAIM, (ii) THE AMOUNT PAID BY CUSTOMER FOR THE INSTALLATION SERVICE THAT IS THE SUBJECT OF THE CLAIM IF THE CLAIM RELATES TO A BREACH OR DEFAULT BY KCDL OF THE PROVISIONS OF THIS AGREEMENT PERTAINING TO INSTALLATION SERVICE, OR (iii) IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT, THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT.
- (b) IN NO EVENT WILL KCDL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE, LOST BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR ANY CLAIM AGAINST CUSTOMER BY ANOTHER PERSON (EVEN IF KCDL HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE).
- (c) KCDL SHALL BE LIABLE TO CUSTOMER AS EXPRESSLY PROVIDED IN THIS AGREEMENT BUT SHALL HAVE NO OTHER OBLIGATION, DUTY, OR LIABILITY WHATSOEVER IN CONTRACT, TORT OR OTHERWISE TO CUSTOMER INCLUDING ANY LIABILITY FOR NEGLIGENCE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF THE

NATURE OF THE CAUSE OF ACTION, DEMAND, OR ACTION, BY CUSTOMER, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR OF ANY REMEDY CONTAINED HEREIN.

20.2 Limitation Period. Neither party may bring action, regardless of form, arising out of related to this Agreement more than two (2) years after the cause of action has arisen or the date of discovery of such cause, whichever is later.

## **21. Disclaimer**

EXCEPT FOR ANY EXPRESS WARRANTIES GIVEN IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, IN ANY ATTACHED SCHEDULE, (i) THE LICENSED MATERIALS, THE KCDL MARKS, DOCUMENTATION, PRODUCTS LICENSED BY KCDL FOR DISTRIBUTION, THE KCDL INTELLECTUAL PROPERTY, THE KCDL TECHNOLOGY AND ANY SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY LAW, and (ii) KCDL, AND ITS LICENSORS, DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COURSE OF DEALING, OR COURSE OF TRADE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER KCDL NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE LICENSED MATERIALS, PRODUCTS LICENSED BY KCDL FOR DISTRIBUTION, KCDL TECHNOLOGY, KCDL INTELLECTUAL PROPERTY, OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET ANY REQUIREMENTS OR NEEDS THAT CUSTOMER, STUDENTS OR TEACHERS MAY HAVE, OR THAT THE LICENSED MATERIALS OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE LICENSED MATERIALS OR SERVICES WILL BE CORRECTED, OR THAT THE LICENSED MATERIALS IS COMPATIBLE WITH ANY PARTICULAR OPERATING SYSTEM. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, KCDL MAKES NO GUARANTEE OF ACCESS TO OR ACCURACY OF THE CONTENT CONTAINED ON OR ACCESSED THROUGH THE LICENSED MATERIALS. IN NO EVENT SHALL KCDL BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE HOSTING SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES.

## **22. Miscellaneous**

22.1 Relationship of the Parties. For all purposes of this Agreement, the parties are independent contractors with respect to one another, and nothing in this Agreement shall be interpreted to create any agency, joint venture, employment or partnership relationship. Neither party shall have any authority to bind the other to any contract.

22.2 Force Majeure. If the performance of this Agreement, or any obligation hereunder except the making of payments is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or

other violence; any law, order, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

22.3 Notices. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at Customer's and KCDL's address, as set forth below, to the attention of the Contact Person (or at such different address as may be designated by such party by written notice to the other party). All notices and demands by mail shall be sent certified or registered mail, return receipt requested, or by nationally recognized private express courier, and shall be deemed complete upon receipt, or within three business days of mailing, whichever is earlier.

Aventa Learning  
3434 W. Anthem Way #118  
Box 477  
Anthem, AZ 85086  
Attn: President  
Tel: 800-594-5504

With a copy to:

KC Distance Learning, Inc.  
650 NE Holladay Street, Suite 1400  
Portland, OR 97217  
Attn: Assistant Legal Counsel, Corporate and Regulatory Affairs

Customer's Address:

MacGregor High School  
720 Jackson Street  
Albany, CA 94706  
Attn: Lynda Hornada, Director of Curriculum  
Tel: 510-559-6570

22.4 Assignment. Neither party shall have any right or ability to assign, transfer or sublicense any obligations or rights under this Agreement without the written consent of the other party, except to its affiliates, and any such attempt shall be void, except that a party may assign and transfer this Agreement, and its rights and obligations hereunder to an entity resulting from a merger, consolidation or sale involving such party, provided that the assignee consents to be bound by this Agreement.

22.5 Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

22.6 Entire Agreement; Amendment. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations, or discussions between or among the parties relating to the subject matter of this Agreement, and all past dealing or industry custom. No changes, modifications or waivers are to be made to this Agreement unless evidenced in writing and signed by both parties.

22.7 Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be eliminated or limited to the extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

22.8 Survival. Sections 2, 14, 16, 17, 18, 19, 20, 21 and 22 will survive any termination or expiration of this Agreement.

22.9 Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the State of Washington, without regard to its conflict of laws provisions, and shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby excluded.

22.10 Injunctive Relief. Each party acknowledges that any negligent or willful breach by it of any of its covenants and agreements contained in this Agreement, including without limitation the confidentiality obligations, may cause irreparable and continuing damage to the other party, the exact amount of which may be difficult or impossible to ascertain, and that the remedies at law for any such breach may be inadequate. Accordingly, in any such event, such party agrees that the other party may be entitled to equitable relief, in addition to such other and further remedies as may be available at law or in equity.

22.11 Remedies Cumulative. All rights and remedies under this Agreement shall be cumulative, may be exercised singularly or concurrently, and shall not be deemed exclusive except as provided in this Agreement.

22.12 Counterparts and Facsimile. This Agreement may be executed in a number of counterparts, all of which together shall constitute one such document. A facsimile transmission of an executed signature page of this Agreement shall have the same force and effect as an original signature page.

IN WITNESS WHEREOF, each of KCDL and Customer has read and agreed to all the terms and conditions set forth in these Master Terms and Conditions, and signify consent to such terms and conditions by the signature of its duly authorized representative as of the Effective Date.

**KC DISTANCE LEARNING, INC. DBA  
AVENTA LEARNING**

**ALBANY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit A**

	<b>Access to Product</b>	<b>Fees</b>
<b>Online Credit Recovery Courses</b>	All Courses (Content, Hosting & Support, Instruction)	\$2000.00 for 1 block of 10 Concurrent Annual User Seats
<b>Mentor Training</b>	2 Hour Virtual Session	No charge

- “Concurrent User Seat” means a Student enrolled in an Online Credit Recovery Course (0.5 credit). Once a student is dropped or has completed the course, that seat is then available for another student.

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of March 16, 2010**

**ITEM:** **APPROVE THE COMPREHENSIVE SAFE SCHOOL  
PLANS FOR 2010-2011 (UNDER SEPARATE COVER)**

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

**TYPE OF ITEM:** **CONSENT**

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**BACKGROUND INFORMATION:**

Each school shall adopt a comprehensive school safety plan and shall review and update its plan by March 1 every year. The plans are a component of the School Accountability Report Card (SARC).

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**FINANCIAL INFORMATION:**

No Fiscal Impact

**RECOMMENDATION:** Approve the Comprehensive Safe School Plans for 2010-2011

**Feburay 2010 Warrant Listing****Check # 993714, Dated 02/02/2010, Printed (RG000032), PO# P10-00471, Batchld AP02022010****P27**

<u>Vendor</u>	<u>AC TRANSIT (006417/1)</u>		
2009/10	BUS PASSES FOR STUDENT SERVICES		
	010-5880-7230-0000-3600-000-00-	550.00	
		<b>Total Check Amount</b>	<b>\$550.00</b>

**Check # 993715, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>ALAMEDA COUNTY SCHOOLS DENTAL INS (005033/1)</u>		
2009/10	01/10 COVERAGE		
	010-9534- - - - -	38,904.39	
2009/10	01/10 COVERAGE		
	010-9534- - - - -	1,245.57	
2009/10	01/10 COVERAGE		
	010-9534- - - - -	4,498.32-	
2009/10	01/10 COVERAGE		
	010-9534- - - - -	6,258.08-	
		<b>Total Check Amount</b>	<b>\$29,393.56</b>

**Check # 993716, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>ACSIG - VISION INSURANCE (000412/1)</u>		
2009/10	01/10 COVERAGE		
	010-9534- - - - -	11,509.77	
2009/10	01/10 COVERAGE		
	010-9534- - - - -	868.40-	
2009/10	01/10 COVERAGE		
	010-9534- - - - -	1,304.51-	
		<b>Total Check Amount</b>	<b>\$9,336.86</b>

**Check # 993717, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>ALAMEDA COUNTY OFFICE OF ED (000024/1)</u>		
2009/10	NETWORK CONFIG/FIREWALL FILTER CHANGES		
	010-5800-0000-0000-7700-000-77-	950.00	
2009/10	LAMPS FOR MARIN		
	010-4300-1102-1110-8200-003-03-	57.03	
2009/10	LAMPS FOR AHS		
	010-4300-1100-1110-1000-038-38-	74.15	
2009/10	LAMPS FOR CORNELL		
	010-4300-1102-1110-8200-001-01-	47.52	
		<b>Total Check Amount</b>	<b>\$1,128.70</b>

**Check # 993718, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>ALBANY VETERANS MEMORIAL BLDG (001848/1)</u>		
2009/10	VMB RENTAL/YOGA CLASSES FOR AAS		
	110-5621-0000-4110-8700-000-00-	270.00	
2009/10	VMB RENTAL/EXERCISE CLASSES FOR AAS		
	110-5621-0000-4110-8700-000-00-	900.00	
		<b>Total Check Amount</b>	<b>\$1,170.00</b>

**Check # 993719, Dated 02/02/2010, Printed (RG000032), PO# P10-00540, Batchld AP02022010**

<u>Vendor</u>	<u>ALEX COMMERCIAL REFRIG. (007302/1)</u>		
2009/10	REPAIR OF WALK-IN FREEZER AT AMS		
	130-5670-5310-0000-3700-000-00-	569.54	
		<b>Total Check Amount</b>	<b>\$569.54</b>

**Feburay 2010 Warrant Listing****Check # 993720, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>AMERICAN AIR CONDITIONING PLUMBING &amp; HEATING (003408/2)</u>		
2009/10	BOILER & HEATER REPAIR AT AHS		
	140-5670-0000-0000-8110-038-00- -	5,055.83	
		<b>Total Check Amount</b>	<b>\$5,055.83</b>

**Check # 993721, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>AT&amp;T LONG DISTANCE (005584/2)</u>		
2009/10	12/09 & 01/10 SERVICE		
	010-5930-0000-1110-8200-038-00- -	.73	
2009/10	12/09 & 01/10 SERVICE		
	010-5930-0000-1110-8200-038-00- -	.20	
		<b>Total Check Amount</b>	<b>\$.93</b>

**Check # 993722, Dated 02/02/2010, Printed (RG000032), PO# P10-00433,Batchld AP02022010**

<u>Vendor</u>	<u>BARNES &amp; NOBLE INC (001667/2)</u>		
2009/10	BOOKS (CORNELL)		
	010-4300-9020-1110-1000-001-01- -	380.70	
		<b>Total Check Amount</b>	<b>\$380.70</b>

**Check # 993723, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>GITI BEHBAHANI (007322/1)</u>		
2009/10	THE ALEXANDER TECHNIQUE CLASS REFUND (AAS)		
	110-8671-0000- - - - -	30.00	
		<b>Total Check Amount</b>	<b>\$30.00</b>

**Check # 993724, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>NICHOLAS BERGER</u>		
	<u>C/O SPECIAL EDUCATION (002318/1)</u>		
2009/10	08/24-12/18 MILEAGE REIMB		
	010-5200-6500-5001-2100-000-65- -	84.60	
		<b>Total Check Amount</b>	<b>\$84.60</b>

**Check # 993725, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>BERKELEY FARMS (006683/1)</u>		
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	184.69	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	96.92	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	82.80	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	78.96	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	135.78	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	42.36	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	95.66	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	110.10	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	49.63	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	136.07	

**Feburay 2010 Warrant Listing****Check # 993725, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010 (CONTINUED)****P 29**

<u>Vendor</u>	<u>BERKELEY FARMS (006683/1)</u>		
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	42.36	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	82.80	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	81.86	
		<b>Total Check Amount</b>	<b>\$1,219.99</b>

**Check # 993726, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>BERKELEY REPERTORY THEATRE (007150/1)</u>		
2009/10	3 STORY BUILDERS CLASSES (O.V.)		
	010-4300-9020-1110-1000-004-04- -	110.00	
		<b>Total Check Amount</b>	<b>\$110.00</b>

**Check # 993727, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>BEI BROWN (007324/1)</u>		
2009/10	MOUSE CAMP CLASS REFUND (AAS)		
	110-8671-0000- - - - -	10.00	
		<b>Total Check Amount</b>	<b>\$10.00</b>

**Check # 993728, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<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- -	70.55	
		<b>Total Check Amount</b>	<b>\$70.55</b>

**Check # 993729, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>JUDY CASEY (007309/1)</u>		
2009/10	WRITING MEMOIRS CLASS REFUND (AAS)		
	110-8671-0000- - - - -	35.00	
		<b>Total Check Amount</b>	<b>\$35.00</b>

**Check # 993730, Dated 02/02/2010, Printed (RG000032), PO# P10-00528,Batchld AP02022010**

<u>Vendor</u>	<u>CDW GOVERNMENT INC (003267/2)</u>		
2009/10	MOINTOR CABLES		
	010-4300-0000-0000-7700-000-77- -	321.82	
		<b>Total Check Amount</b>	<b>\$321.82</b>

**Check # 993731, Dated 02/02/2010, Printed (RG000032), PO# P10-00570,Batchld AP02022010**

<u>Vendor</u>	<u>CHABOT SPACE &amp; SCIENCE CENTER (005408/1)</u>		
2009/10	02/04/10 SPACE & SCIENCE CENTER TRIP (MARIN)		
	010-5810-9020-1110-1000-003-03- -	594.00	
2009/10	02/11/10 SPACE & SCIENCE CENTER TRIP (MARIN)		
	010-5810-9020-1110-1000-003-03- -	287.10	
		<b>Total Check Amount</b>	<b>\$881.10</b>

**Check # 993732, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<u>Vendor</u>	<u>COMTEL SERVICE COMPANY (000772/2)</u>		
2009/10	REPAIR CLOCKS AND BELLS AT AMS		
	010-5670-8150-1110-8110-016-00- -	630.00	
		<b>Total Check Amount</b>	<b>\$630.00</b>

**Feburay 2010 Warrant Listing****Check # 993733, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **COPY EXPRESS (001757/1)**  
2009/10 ENVELOPES (FOOD SERVICES)  
130-5870-5310-0000-3700-000-00- -

444.48

**Total Check Amount \$444.48****Check # 993734, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **CRISIS PREVENTION INSTITUTE (006299/1)**  
2009/10 NCI PARTICIPANT WORKBOOKS FOR SELPA  
010-4300-6502-5050-2200-069-00- -

419.96

**Total Check Amount \$419.96****Check # 993735, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **DANIELSEN (000512/1)**  
2009/10 FOOD & SUPPLIES  
130-4700-5310-0000-3700-000-00- -  
130-4710-5310-0000-3700-000-00- -  
2009/10 FOOD & SUPPLIES  
130-4710-5310-0000-3700-000-00- -  
130-4700-5310-0000-3700-000-00- -

798.33

78.48

65.64

667.70

**Total Check Amount \$1,610.15****Check # 993736, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **SALLY DAVIS**  
**C/O OCEAN VIEW SCHOOL (000010/1)**  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-004-04- -

19.58

**Total Check Amount \$19.58****Check # 993737, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **CHRISTINO DELGADO (007331/1)**  
2009/10 BEGINNING GUITAR CLASS REFUND (AAS)  
110-8671-0000- - - - -

65.00

**Total Check Amount \$65.00****Check # 993738, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **DELTA DENTAL (000260/2)**  
2009/10 01/10 COVERAGE  
010-9200- - - - -

4,342.75

**Total Check Amount \$4,342.75****Check # 993739, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **EAST BAY PAINT & DECORATOR CTR (000369/2)**  
2009/10 PAINT MATERIALS (O.V.)  
010-4300-8150-1110-8110-004-00- -  
2009/10 PAINT MATERIALS (CORNELL)  
010-4300-8150-1110-8110-001-00- -  
2009/10 PAINT MATERIALS (MAINT)  
010-4300-8150-0000-8110-000-00- -

65.90

30.50

276.39

**Total Check Amount \$372.79**

**Feburay 2010 Warrant Listing****Check # 993740, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****P31****Vendor** **EAST BAY RESTAURANT SUPPLY (002339/1)**

2009/10	KITCHEN SUPPLIES	
	130-4300-5310-0000-3700-000-00- -	389.77
2009/10	KITCHEN SUPPLIES	
	130-4300-5310-0000-3700-000-00- -	52.90

**Total Check Amount \$442.67****Check # 993741, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **EBMUD (000224/2)**

2009/10	10/24-12/28 SERVICE	
	010-5555-0000-1110-8200-038-00- -	352.26

**Total Check Amount \$352.26****Check # 993742, Dated 02/02/2010, Printed (RG000032), PO# P10-00310,Batchld AP02022010****Vendor** **EDUCATIONAL TESTING SERVICE (003281/2)**

2009/10	STAR DATA CORRECTIONS	
	010-5800-0000-0000-3160-000-00- -	1,108.40

**Total Check Amount \$1,108.40****Check # 993743, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **FAGEN FRIEDMAN & FULFROST, LLP (006437/1)**

2009/10	12/09 LEGAL SERVICES	
	010-5826-0000-0000-7100-000-00- -	2,594.00
	010-5826-6500-5001-7100-000-65- -	1,976.00
2009/10	12/09 LEGAL SERVICES	
	010-5826-6502-5050-2200-069-00- -	243.50

**Total Check Amount \$4,813.50****Check # 993744, Dated 02/02/2010, Printed (RG000032), PO# P10-00499,Batchld AP02022010****Vendor** **FAR WEST SANITATION AND STORGAE, INC. (003436/1)**

2009/10	LIFT BED TRACK (MOVE)	
	140-5670-0000-0000-8100-004-00- -	150.00
2009/10	LIFT BED TRACK (MOVE)	
	140-5670-0000-0000-8100-004-00- -	250.00
2009/10	LIFT BED TRACK (MOVE)	
	140-5670-0000-0000-8100-004-00- -	250.00
2009/10	LIFT BED TRACK (MOVE)	
	140-5670-0000-0000-8100-004-00- -	250.00

**Total Check Amount \$900.00****Check # 993745, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **DAVID FEDER (007329/1)**

2009/10	BALLROOM DANCING CLASS REFUND (AAS)	
	110-8671-0000- - - - -	30.00

**Total Check Amount \$30.00****Check # 993746, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **FEDEX (000312/1)**

2009/10	SHIPPING CHARGES	
	010-5920-0000-0000-7200-000-00- -	63.03

**Total Check Amount \$63.03**

**Feburay 2010 Warrant Listing****Check # 993747, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>FIREMASTER DEPT. 1019 (004484/1)</u></b>		
2009/10	KITCHEN INSPECTION AT AHS & AMS		
	130-5670-5310-0000-3700-000-00- -	350.00	
2009/10	KITCHEN INSPECTION AT AHS & AMS		
	130-5670-5310-0000-3700-000-00- -	568.31	
		<b>Total Check Amount</b>	<b>\$918.31</b>

**Check # 993748, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>HONG FORREST</u></b>		
	<b><u>C/O CHILDREN'S CENTER (006286/1)</u></b>		
2009/10	11/05-01/08 MILEAGE REIMB		
	120-5200-0000-8500-1000-000-00- -	66.79	
		<b>Total Check Amount</b>	<b>\$66.79</b>

**Check # 993749, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>BERNARD GARNETT (007328/1)</u></b>		
2009/10	TAI CHI BEGINNER CLASS REFUND (AAS)		
	110-8671-0000- - - - -	70.00	
		<b>Total Check Amount</b>	<b>\$70.00</b>

**Check # 993750, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>GOLD STAR FOODS (002941/2)</u></b>		
2009/10	FOOD SERVICES		
	130-4700-5310-0000-3700-000-00- -	2,548.86	
		<b>Total Check Amount</b>	<b>\$2,548.86</b>

**Check # 993751, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>MARGARET GOLDBERG</u></b>		
	<b><u>C/O OCEAN VIEW SCHOOL (006385/1)</u></b>		
2009/10	REISSUE STALE DATED CKS 783940 & 846550		
	010-5810-9020-1110-1000-004-04- -	255.91	
2009/10	REISSUE STALE DATED CKS 783940 & 846550		
	010-5810-9020-1110-1000-004-04- -	150.00	
		<b>Total Check Amount</b>	<b>\$405.91</b>

**Check # 993752, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>JEFFREY GOODMAN (007315/1)</u></b>		
2009/10	PUBLIC SPEAKING CLASS REFUND (AAS)		
	110-8671-0000- - - - -	80.00	
		<b>Total Check Amount</b>	<b>\$80.00</b>

**Check # 993753, Dated 02/02/2010, Printed (RG000032), PO# P10-00038,Batchld AP02022010**

<b>Vendor</b>	<b><u>GRANICUS, INC. (007121/2)</u></b>		
2009/10	MINUTESMAKER/MONTHLY MANAGED SERVICE		
	010-5825-9031-0000-7700-000-00- -	140.00	
		<b>Total Check Amount</b>	<b>\$140.00</b>

**Check # 993754, Dated 02/02/2010, Printed (RG000032), PO# P10-00495,Batchld AP02022010**

<b>Vendor</b>	<b><u>H.W. WILSON COMPANY (007275/1)</u></b>		
2009/10	MID & JRHS CORE COLLECTION (AMS)		
	010-4200-1100-1110-2420-016-16- -	329.28	
		<b>Total Check Amount</b>	<b>\$329.28</b>



**Feburay 2010 Warrant Listing****Check # 993755, Dated 02/02/2010, Cancelled (RG000032), PO# ,BatchId AP02022010****P33**

Vendor **IISE HADDA (007332/1)**  
2009/10 CHAMBER STRINGS CLASS REFUND (AAS)  
110-8671-0000- - - - -

70.00

**Total Check Amount \$70.00****Check # 993756, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

Vendor **BING HE (007334/1)**  
2009/10 ESL CLASS REFUND (AAS)  
110-8671-0000- - - - -

25.00

**Total Check Amount \$25.00****Check # 993757, Dated 02/02/2010, Printed (RG000032), PO# P10-00502,BatchId AP02022010**

Vendor **HEINEMANN-RAINTREE (000407/3)**  
2009/10 LIBRARY BOOK SET (CORNELL)  
010-4200-9020-1110-2420-001-01- -

91.27

**Total Check Amount \$91.27****Check # 993758, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

Vendor **PAMELA HELMS (007313/1)**  
2009/10 FRENCH INTERMEDIATE & ADVANCED CLASS REFUND (AAS)  
110-8671-0000- - - - -

160.00

**Total Check Amount \$160.00****Check # 993759, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

Vendor **WENDY HOLMES**  
**C/O CORNELL SCHOOL (006647/1)**  
2009/10 REIMB FOR STEP STOOL  
010-4300-1100-1110-1000-000-00- -

19.99

**Total Check Amount \$19.99****Check # 993760, Dated 02/02/2010, Printed (RG000032), PO# P10-00567,BatchId AP02022010**

Vendor **HOME DEPOT CREDIT SERVICES (000495/2)**  
2009/10 OPEN/HARDWARE FOR MOVE  
140-4300-0000-0000-8110-000-00- -  
2009/10 HARDWARE  
010-4300-8150-0000-8110-000-00- -  
2009/10 HARDWARE  
010-4300-8150-1110-8110-038-00- -  
2009/10 HARDWARE  
010-4300-8150-1110-8110-038-00- -  
2009/10 HARDWARE  
010-4300-8150-1110-8110-038-00- -

163.53

64.99

193.38

20.00

20.00

**Total Check Amount \$461.90****Check # 993761, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

Vendor **HOME DEPOT SUPPLY (003613/1)**  
2009/10 HARDWARE  
010-4300-8150-0000-8110-000-00- -

284.25

**Total Check Amount \$284.25**

**Feburay 2010 Warrant Listing****Check # 993762, Dated 02/02/2010, Printed (RG000032), PO# P10-00146, BatchId AP02022010**

**Vendor** **HYDREX- HAYWARD (006625/1)**  
2009/10 09/10 PEST CONTROL (AMS)  
010-5610-8150-1110-8110-016-00- -

75.00  
**Total Check Amount** **\$75.00**

**Check # 993763, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **SHANNA JAY**  
**C/O CORNELL SCHOOL (005543/1)**  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-001-01- -

102.54  
**Total Check Amount** **\$102.54**

**Check # 993764, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **HELEN JIANG**  
**C/O CENTRAL KITCHEN (006365/1)**  
2009/10 12/16-01/15 MILEAGE REIMB  
130-5200-5310-0000-3700-000-00- -

12.29  
**Total Check Amount** **\$12.29**

**Check # 993765, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **YOKO JUNG (005345/1)**  
2009/10 SPANISH CLASS REFUND (AAS)  
110-8671-0000- - - - -

80.00  
**Total Check Amount** **\$80.00**

**Check # 993766, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **KELLY-MOORE PAINT COMPANY, INC (006188/1)**  
2009/10 PAINT MATERIALS (AMS)  
010-4300-8150-1110-8110-016-00- -

142.53  
**Total Check Amount** **\$142.53**

**Check # 993767, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **PATRICIA KIRKPATRICK (007333/1)**  
2009/10 SPANISH CLASS REFUND (AAS)  
110-8671-0000- - - - -

70.00  
**Total Check Amount** **\$70.00**

**Check # 993768, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **BERT LEE (007310/1)**  
2009/10 WRITING MEMOIRS CLASS REFUND (AAS)  
110-8671-0000- - - - -

35.00  
**Total Check Amount** **\$35.00**

**Check # 993769, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **Life Insurance Co of SouthWest (005052/1)**  
2009/10 REPLACE PAYROLL CK# 975435  
010-9515- - - - -

1,250.00  
**Total Check Amount** **\$1,250.00**

**Check # 993770, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

**Vendor** **REBECCA LIGHTSTONE (007320/1)**  
2009/10 EXCEL CLASS REFUND (AAS)  
110-8671-0000- - - - -

75.00  
**Total Check Amount** **\$75.00**

**Feburay 2010 Warrant Listing****Check # 993771, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****P35****Vendor** **LOZANO SMITH (000057/1)**2009/10 12/09 LEGAL SERVICES  
010-5826-0000-0000-7100-000-00- -

6,352.51

**Total Check Amount \$6,352.51****Check # 993772, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **MAGGIORA BAKING CO (000577/1)**2009/10 FOOD  
130-4700-5310-0000-3700-000-00- -  
2009/10 FOOD  
130-4700-5310-0000-3700-000-00- -

100.50

83.65

**Total Check Amount \$184.15****Check # 993773, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **ALISON MAKELA****C/O MARIN SCHOOL (006381/1)**  
2009/10 REIMB FOR SUPPLIES  
110-4300-0000-4110-2700-000-00- -

96.74

**Total Check Amount \$96.74****Check # 993774, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **SYLVA MANOUGIAN (007323/1)**2009/10 MOUSE CAMP CLASS REFUND (AAS)  
110-8671-0000- - - - -

10.00

**Total Check Amount \$10.00****Check # 993775, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **SHARON MARCUS (007330/1)**2009/10 BALLROOM DANCING CLASS REFUND (AAS)  
110-8671-0000- - - - -

30.00

**Total Check Amount \$30.00****Check # 993776, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **DIANE MARIE****C/O DISTRICT OFFICE (006364/1)**  
2009/10 REIMB FOR ACSA CONF EXPENSES  
010-5200-6500-5001-2100-000-65- -  
010-4300-6500-5001-2100-000-65- -

118.59

45.00

**Total Check Amount \$163.59****Check # 993777, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **TONANTZIN MARTINEZDEBORGFELOD****C/O ACC (006319/1)**  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
120-4300-0000-8500-1000-000-00- -

76.76

**Total Check Amount \$76.76****Check # 993778, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **HOUGHTON MIFFLIN CO (004209/2)**2009/10 SHIPPING CHARGES ON P10-00301 (AHS)  
010-4300-0395-1139-1000-038-38- -  
2009/10 SHIPPING CHARGES ON P10-00301 (AHS)  
010-4300-0395-1139-1000-038-38- -

254.30-

279.73

**Total Check Amount \$25.43**

**Feburay 2010 Warrant Listing****Check # 993779, Dated 02/02/2010, Printed (RG000032), PO# P10-00274, BatchId AP02022010****Vendor** **THE MCGRAW-HILL COMPANIES (001630/2)**

2009/10	INSTRUCTIONAL MATERIALS	
	010-4100-0156-1110-1000-000-00-	15.68
2009/10	INSTRUCTIONAL MATERIALS	
	010-4100-0156-1110-1000-000-00-	629.70
<b>Total Check Amount</b>		<b>\$645.38</b>

**Check # 993780, Dated 02/02/2010, Printed (RG000032), PO# , BatchId AP02022010****Vendor** **KEVIN MILLER (007318/1)**

2009/10	FINE ARTS CLASS REFUND (AAS)	
	110-8671-0000- - - - -	50.00
<b>Total Check Amount</b>		<b>\$50.00</b>

**Check # 993781, Dated 02/02/2010, Printed (RG000032), PO# , BatchId AP02022010****Vendor** **NEXTEL COMMUNICATIONS (004314/2)**

2009/10	11/23-12/22 SERVICE	
	010-5930-8150-0000-8200-000-00-	81.70
	010-5930-7230-5001-8200-000-00-	115.78
	010-5930-0000-0000-8200-000-00-	173.83
<b>Total Check Amount</b>		<b>\$371.31</b>

**Check # 993782, Dated 02/02/2010, Printed (RG000032), PO# P10-00479, BatchId AP02022010****Vendor** **OFFICE DEPOT (000048/1)**

2009/10	HEADSETS	
	010-4300-0000-0000-7700-000-77-	29.54
2009/10	SUPPLIES	
	010-4300-0395-1133-1000-038-38-	9.70
	010-4300-1100-1139-1000-038-38-	4.13
	010-4300-1100-1140-1000-038-38-	15.78
	010-4300-1100-1110-2700-038-38-	72.11
2009/10	SUPPLIES	
	010-4300-1100-1110-2700-038-38-	328.60
	010-4300-1100-1139-1000-038-38-	18.81
	010-4300-1100-1140-1000-038-38-	71.91
	010-4300-0395-1133-1000-038-38-	44.18
2009/10	SUPPLIES	
	010-4300-0395-1133-1000-038-38-	4.13
	010-4300-1100-1110-2700-038-38-	30.70
	010-4300-1100-1140-1000-038-38-	6.72
	010-4300-1100-1139-1000-038-38-	1.76
2009/10	SUPPLIES	
	010-4300-1100-3200-2700-033-33-	30.42
2009/10	SUPPLIES	
	010-4300-1100-1139-1000-038-38-	6.72
	010-4300-1100-1140-1000-038-38-	25.69
	010-4300-1100-1110-2700-038-38-	117.40
2009/10	SUPPLIES	
	010-4300-0395-1133-1000-038-38-	15.78
2009/10	SUPPLIES	
	010-4300-1100-1110-1000-001-01-	74.05
2009/10	SUPPLIES	
	010-4300-1100-3200-2700-033-33-	6.23
2009/10	SUPPLIES	
	010-4300-1100-1110-1000-001-01-	143.02
2009/10	SUPPLIES	

**Feburay 2010 Warrant Listing****Check # 993782, Dated 02/02/2010, Printed (RG000032), PO# P10-00479, BatchId AP02022010 (CONTINUED) P37**

<b>Vendor</b>	<b>OFFICE DEPOT (000048/1)</b>		
	010-4300-1100-1110-1000-001-01- -	128.07	
2009/10	SUPPLIES		
	010-4300-0000-0000-7200-000-00- -	62.47	
2009/10	SUPPLIES		
	010-4300-1100-1110-1000-001-01- -	780.57	
2009/10	SUPPLIES		
	010-4300-1100-1110-1000-001-01- -	18.15	
2009/10	SUPPLIES		
	010-4300-1100-1110-1000-001-01- -	75.51	
2009/10	SUPPLIES		
	010-4300-1100-1110-1000-016-16- -	137.93	
2009/10	SUPPLIES		
	010-4300-1100-1110-1000-016-16- -	8.55	
2009/10	AC ADAPTER		
	010-4300-0000-0000-7100-000-00- -	79.01	
		<b>Total Check Amount</b>	<b>\$2,347.64</b>

**Check # 993783, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

<b>Vendor</b>	<b>FRED OTTENS (007326/1)</b>		
2009/10	TAI CHI BEGINNNER CLASS REFUND (AAS)		
	110-8671-0000- - - - -	70.00	
		<b>Total Check Amount</b>	<b>\$70.00</b>

**Check # 993784, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

<b>Vendor</b>	<b>PATELCO CREDIT UNION (005026/2)</b>		
2009/10	REPLACE PAYROLL CK# 977226 & 981725		
	010-9515- - - - -	400.00	
2009/10	REPLACE PAYROLL CK# 977226 & 981725		
	010-9515- - - - -	400.00	
		<b>Total Check Amount</b>	<b>\$800.00</b>

**Check # 993785, Dated 02/02/2010, Printed (RG000032), PO# P10-00324, BatchId AP02022010**

<b>Vendor</b>	<b>PEDIATRIC CONTRACTING SERVICES (007227/2)</b>		
2009/10	PHYSICAL THERAPY SERVICES		
	010-5825-6500-5750-1180-000-65- -	220.00	
		<b>Total Check Amount</b>	<b>\$220.00</b>

**Check # 993786, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

<b>Vendor</b>	<b>PG&amp;E (000029/1)</b>		
2009/10	LINE EXTENSION DEFICIENCY/ELECTRICAL WORK DONE AT COUGAR FIELD		
	010-5670-8150-1110-8110-038-00- -	6,274.25	
		<b>Total Check Amount</b>	<b>\$6,274.25</b>

**Check # 993787, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010**

<b>Vendor</b>	<b>TERRI PITTMAN (007327/1)</b>		
2009/10	STOCK MARKET INVESTING CLASS REFUND (AAS)		
	110-8671-0000- - - - -	90.00	
		<b>Total Check Amount</b>	<b>\$90.00</b>

**Feburay 2010 Warrant Listing****Check # 993788, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>DEBORAH B PLACE</u></b>		
	<b><u>C/O ALBANY MIDDLE SCHOOL (004084/1)</u></b>		
2009/10	REIMB FOR STRATEGIC PLANNING SUPPLIES		
	010-4300-0000-0000-7700-000-77- -	82.20	
2009/10	REIMB FOR STRATEGIC PLANNING SUPPLIES		
	010-4300-0000-0000-7700-000-77- -	71.28	
		<b>Total Check Amount</b>	<b>\$153.48</b>

**Check # 993789, Dated 02/02/2010, Printed (RG000032), PO# P10-00008,Batchld AP02022010**

<b>Vendor</b>	<b><u>PRUDENTIAL OVERALL SUPPLY (005371/1)</u></b>		
2009/10	09/10 UNIFORM SERVICE		
	010-5800-0000-0000-8200-000-00- -	158.90	
		<b>Total Check Amount</b>	<b>\$158.90</b>

**Check # 993790, Dated 02/02/2010, Printed (RG000032), PO# P10-00353,Batchld AP02022010**

<b>Vendor</b>	<b><u>PARENTS (007237/1)</u></b>		
2009/10	REIMB FOR BAYHILL SCHOOL PER COMPROMISE & RELEASE		
	010-5827-6500-5001-7100-000-65- -	2,025.00	
		<b>Total Check Amount</b>	<b>\$2,025.00</b>

**Check # 993791, Dated 02/02/2010, Printed (RG000032), PO# P10-00326,Batchld AP02022010**

<b>Vendor</b>	<b><u>QUALITY BEHAVIORAL OUTCOMES (005607/2)</u></b>		
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	
		<b>Total Check Amount</b>	<b>\$495.00</b>

**Check # 993792, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>MARY CURTIS RATCLIFF (007314/1)</u></b>		
2009/10	CREATIVE JOB LANDING CLASS REFUND (AAS)		
	110-8671-0000- - - - -	40.00	
		<b>Total Check Amount</b>	<b>\$40.00</b>

**Check # 993793, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>REGISTRAR OF VOTERS (001489/1)</u></b>		
2009/10	11/03/09 DISTRICT ELECTION		
	010-5835-0000-0000-7100-000-00- -	59,678.75	
		<b>Total Check Amount</b>	<b>\$59,678.75</b>

**Check # 993794, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>GUDRUN REINATH (007319/1)</u></b>		
2009/10	FINE ARTS CLASS REFUND (AAS)		
	110-8671-0000- - - - -	50.00	
		<b>Total Check Amount</b>	<b>\$50.00</b>

**Check # 993795, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010**

<b>Vendor</b>	<b><u>JUANITA RYNERSON</u></b>		
	<b><u>C/O MARIN SCHOOL (000022/1)</u></b>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-003-03- -	184.87	
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-003-03- -	74.42	
		<b>Total Check Amount</b>	<b>\$259.29</b>

**Feburay 2010 Warrant Listing****Check # 993796, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****P39****Vendor** **AT&T (000037/1)**2009/10 01/11-02/10 SERVICE  
010-5930-0000-0000-8200-000-00- -

178.10

**Total Check Amount \$178.10****Check # 993797, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **WILBERTA SKINNER (007321/1)**2009/10 CREATIVE SIDE OF MINDS CLASS REFUND (AAS)  
110-8671-0000- - - - -

75.00

**Total Check Amount \$75.00****Check # 993798, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **PETER SMITH****C/O CORNELL ELEM (000738/1)**  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-001-01- -

175.97

**Total Check Amount \$175.97****Check # 993799, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **MIKYOUNG SON (007325/1)**2009/10 ESL CLASS REFUND (AAS)  
110-8671-0000- - - - -

25.00

**Total Check Amount \$25.00****Check # 993800, Dated 02/02/2010, Printed (RG000032), PO# P10-00283,Batchld AP02022010****Vendor** **STAR ACADEMY (006822/1)**2009/10 09/10 BASIC ED SERVICES  
010-5825-6500-5750-1180-000-65- -

5,346.60

**Total Check Amount \$5,346.60****Check # 993801, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **STATE OF CALIFORNIA (001795/1)**2009/10 CONVEYANCE FEE FOR AMS ELEVATOR  
010-5800-0000-0000-7200-000-00- -

105.00

2009/10 CONVEYANCE FEE FOR CORNELL ELEVATOR  
010-5800-0000-0000-7200-000-00- -

105.00

**Total Check Amount \$210.00****Check # 993802, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **MARE STATON****C/O CORNELL SCHOOL (003677/1)**2009/10 AAS CLASS REFUND  
110-8671-0000- - - - -

65.00

**Total Check Amount \$65.00****Check # 993803, Dated 02/02/2010, Printed (RG000032), PO# ,Batchld AP02022010****Vendor** **MARIA SUAREZ (007317/1)**2009/10 ESL CLASS REFUND (AAS)  
110-8671-0000- - - - -

35.00

**Total Check Amount \$35.00**

**Feburay 2010 Warrant Listing****Check # 993804, Dated 02/02/2010, Printed (RG000032), PO# P10-00145, BatchId AP02022010****Vendor** **QUANTA RECEIVABLES LP-SUNESYS (006974/2)**2009/10 MONTHLY LICENSE FEE FOR MANAGED SERVICES  
010-5825-9031-0000-7700-000-00- -

2,693.00

**Total Check Amount \$2,693.00****Check # 993805, Dated 02/02/2010, Printed (RG000032), PO# , BatchId AP02022010****Vendor** **SYSCO FOOD SERVICES OF S.F.INCFILE # 71261 (000565/2)**2009/10 FOOD  
130-4700-5310-0000-3700-000-00- -

1,801.13

2009/10 FOOD  
120-4700-5320-8500-3700-000-00- -

2,225.59

**Total Check Amount \$4,026.72****Check # 993806, Dated 02/02/2010, Printed (RG000032), PO# , BatchId AP02022010****Vendor** **JOANNE TAEUFFER (007311/1)**2009/10 WRITING MEMOIRS CLASS REFUND (AAS)  
110-8671-0000- - - - -

35.00

**Total Check Amount \$35.00****Check # 993807, Dated 02/02/2010, Printed (RG000032), PO# , BatchId AP02022010****Vendor** **LYDIA TANJI (007316/1)**2009/10 PUBLIC SPEAKING CLASS REFUND (AAS)  
110-8671-0000- - - - -

80.00

**Total Check Amount \$80.00****Check # 993808, Dated 02/02/2010, Printed (RG000032), PO# P10-00132, BatchId AP02022010****Vendor** **MARY C. TOWNSEND (002539/1)**2009/10 PLAN & FACILITATE STRATEGIC PLANNING PROCESS  
010-5800-0000-0000-7100-000-00- -

1,500.00

**Total Check Amount \$1,500.00****Check # 993809, Dated 02/02/2010, Printed (RG000032), PO# , BatchId AP02022010****Vendor** **TSANG WAI-MAN****C/O AUSD CENTRAL KITCHEN (004984/1)**2009/10 REIMB FOR WORK SHOES  
130-4300-5310-0000-3700-000-00- -

75.73

**Total Check Amount \$75.73****Check # 993810, Dated 02/02/2010, Printed (RG000032), PO# , BatchId AP02022010****Vendor** **TURIN WINOKA****C/O MARIN ELEM (004301/1)**2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-003-03- -

119.50

**Total Check Amount \$119.50****Check # 993811, Dated 02/02/2010, Printed (RG000032), PO# , BatchId AP02022010****Vendor** **VERIZON WIRELESS (004236/2)**2009/10 12/20-01/19 SERVICE  
010-5930-0000-0000-8200-000-00- -  
010-5930-6502-5050-2200-069-00- -

135.28

144.00

**Total Check Amount \$279.28**



**Feburay 2010 Warrant Listing****Check # 993812, Dated 02/02/2010, Printed (RG000032), PO# ,BatchId AP02022010****P 41**

<u>Vendor</u>	<u>JOHNNY W. WELTON (006432/1)</u>		
2009/10	GENERAL SELPA CONSULTATION SERVICES		
	010-5825-6502-5050-2200-069-00- -	20,000.00	
		<b>Total Check Amount</b>	<b>\$20,000.00</b>

**Check # 994195, Dated 02/09/2010, Printed (RG000033), PO# P10-00244, BatchId AP02092010A**

<u>Vendor</u>	<u>ACSA'S FOUNDATION FOR EDUCATIONAL ADMINISTRATION (000231/1)</u>		
2009/10	2010 SPED SYMPOSIUM		
	010-5200-3313-5001-2100-000-65- -	1,500.00	
	010-5200-3324-5730-3120-000-65- -	375.00	
		<b>Total Check Amount</b>	<b>\$1,875.00</b>

**Check # 994196, Dated 02/09/2010, Printed (RG000033), PO# P10-00175, BatchId AP02092010A**

<u>Vendor</u>	<u>AMERICAN MATH. COMPETITIONS (001576/2)</u>		
2009/10	MATH COMPETITION (AHS)		
	010-4300-0395-1134-1000-038-38- -	260.00	
		<b>Total Check Amount</b>	<b>\$260.00</b>

**Check # 994197, Dated 02/09/2010, Printed (RG000033), PO# P10-00410, BatchId AP02092010A**

<u>Vendor</u>	<u>B&amp;H PHOTO (005413/1)</u>		
2009/10	HANDYCAM (AHS)		
	010-4300-0395-1137-1000-038-38- -	396.95	
		<b>Total Check Amount</b>	<b>\$396.95</b>

**Check # 994198, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

<u>Vendor</u>	<u>AL BAKER</u>		
	<u>TRANSPORTATION (000318/1)</u>		
2009/10	REIMB FOR WINDOWSHIELD REPAIR ON VAN 4		
	010-5670-7230-5001-3600-000-00- -	140.00	
		<b>Total Check Amount</b>	<b>\$140.00</b>

**Check # 994199, Dated 02/09/2010, Printed (RG000033), PO# P10-00529, BatchId AP02092010A**

<u>Vendor</u>	<u>BARNES &amp; NOBLE INC (001667/2)</u>		
2009/10	BOOKS (CORNELL)		
	010-4300-9020-1110-1000-001-01- -	140.67	
		<b>Total Check Amount</b>	<b>\$140.67</b>

**Check # 994200, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

<u>Vendor</u>	<u>NICHOLAS BERGER</u>		
	<u>C/O SPECIAL EDUCATION (002318/1)</u>		
2009/10	MILEAGE REIMB FROM 01/04 TO 01/29		
	010-5200-6500-5001-2100-000-65- -	15.95	
		<b>Total Check Amount</b>	<b>\$15.95</b>

**Check # 994201, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

<u>Vendor</u>	<u>BERKELEY FARMS (006683/1)</u>		
2009/10	DAIRY		
	120-4700-5320-8500-3700-000-00- -	42.42	
2009/10	DAIRY		
	120-4700-5320-8500-3700-000-00- -	18.85	
2009/10	DAIRY		
	120-4700-5320-8500-3700-000-00- -	188.48	
2009/10	DAIRY		

**Feburay 2010 Warrant Listing****Check # 994201, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A (CONTINUED)**

<u>Vendor</u>	<u>BERKELEY FARMS (006683/1)</u>	
	120-4700-5320-8500-3700-000-00- -	45.36
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	76.88
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	38.44
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	19.22
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	183.24
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	38.44
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	76.88
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	38.44
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	38.44
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	153.57
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	40.04
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	159.96
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	20.02
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	263.70
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	20.02
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	40.04
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	304.08
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	20.02
2009/10	DAIRY	
	120-4700-5320-8500-3700-000-00- -	20.02
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	151.83
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	97.27
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	55.22
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	141.16
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	56.48
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	84.72
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	84.72
2009/10	DAIRY	
	130-4700-5310-0000-3700-000-00- -	138.53
<b>Total Check Amount</b>		<b>\$2,656.49</b>

**Feburay 2010 Warrant Listing****Check # 994202, Dated 02/09/2010, Printed (RG000033), PO# P10-00418, BatchId AP02092010A****P43****Vendor** **BLAINE RAY WORKSHOPS (007260/1)**2009/10 CLASSROOM MATERIALS (AHS)  
010-4300-0395-1133-1000-038-38 - -

79.04

**Total Check Amount \$72.60****Check # 994203, Dated 02/09/2010, Printed (RG000033), PO# P10-00197, BatchId AP02092010A****Vendor** **SUSAN AUDREY BLEVINS (001393/1)**2009/10 09/10 VISION, HEARING & SCOLIOSIS TESTING  
010-5825-0000-0000-3140-000-00 - -

3,700.00

**Total Check Amount \$3,700.00****Check # 994204, Dated 02/09/2010, Printed (RG000033), PO# P08-00979, BatchId AP02092010A****Vendor** **BOLLO CONSTRUCTION INC. (006579/1)**2009/10 POOL PROJECT  
210-6265-1711-0000-8500-005-00 - -

8,500.00

**Total Check Amount \$8,500.00****Check # 994205, Dated 02/09/2010, Printed (RG000033), PO# P10-00196, BatchId AP02092010A****Vendor** **CONNIE BRIZEE (006990/1)**2009/10 09/10 VISION, HEARING & SCOLIOSIS TESTING  
010-5825-0000-0000-3140-000-00 - -

3,700.00

**Total Check Amount \$3,700.00****Check # 994206, Dated 02/09/2010, Printed (RG000033), PO# P10-00361, BatchId AP02092010A****Vendor** **CARLEX INC (002466/1)**2009/10 FRENCH MATERIALS (AHS)  
010-4300-1100-1110-1000-038-38 - -

88.50

2009/10 FRENCH MATERIALS (AHS)  
010-4300-1100-1110-1000-038-38 - -

9.95

**Total Check Amount \$98.45****Check # 994207, Dated 02/09/2010, Printed (RG000033), PO# P10-00214, BatchId AP02092010A****Vendor** **CAROLINA BIOLOGICAL SUPPLY CO (000920/1)**2009/10 AP BIOLOGY KIT (AHS)  
010-4300-9020-1110-1000-038-38 - -

113.22

010-4300-1100-1139-1000-038-38 - -

234.88

2009/10 SCI MATERIALS (AHS)  
010-4300-9020-1138-1000-038-38 - -

29.76

2009/10 SCI MATERIALS (AHS)  
010-4300-9020-1138-1000-038-38 - -

104.63

2009/10 SCI MATERIALS (AHS)  
010-4300-9020-1138-1000-038-38 - -

43.92

**Total Check Amount \$526.41****Check # 994208, Dated 02/09/2010, Printed (RG000033), PO# P10-00140, BatchId AP02092010A****Vendor** **CARUS PUBLISHING COMPANY (000846/4)**2009/10 CALLIOPE HISTORY SUBSCRIPTION (AMS)  
010-4200-1100-1110-2420-016-16 - -

29.95

**Total Check Amount \$29.95****Check # 994209, Dated 02/09/2010, Printed (RG000033), PO# , BatchId AP02092010A****Vendor** **CHEVRON AND TEXACO BUSINESS (000105/2)**2009/10 GAS (FOOD SERVICES)  
130-4300-5310-0000-3700-000-00 - -

107.11

**Total Check Amount \$107.11**

**Feburay 2010 Warrant Listing****Check # 994210, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

<u>Vendor</u>	<u>CAROLINE CLARK</u>		
	<u>C/O AMS (005794/1)</u>		
2009/10	REIMB FOR 6TH GRADE SCI MATERIALS		
	010-4300-1100-1110-1000-016- -	274.46	
		<b>Total Check Amount</b>	<b>\$274.46</b>

**Check # 994211, Dated 02/09/2010, Printed (RG000033), PO# P10-00360,BatchId AP02092010A**

<u>Vendor</u>	<u>CONTINENTAL BOOK CO. INC. (003370/2)</u>		
2009/10	FRENCH BOOKS (AHS)		
	010-4300-1100-1110-1000-038-38- -	48.90	
2009/10	FRENCH BOOKS (AHS)		
	010-4300-0395-1133-1000-038-38- -	176.28	
2009/10	FRENCH BOOKS (AHS)		
	010-4300-0395-1133-1000-038-38- -	68.90	
		<b>Total Check Amount</b>	<b>\$294.08</b>

**Check # 994212, Dated 02/09/2010, Printed (RG000033), PO# P10-00360,BatchId AP02092010A**

<u>Vendor</u>	<u>CONTINENTAL BOOK CO. INC. (003370/3)</u>		
2009/10	FRENCH BOOKS (AHS)		
	010-4300-1100-1110-1000-038-38- -	212.18	
		<b>Total Check Amount</b>	<b>\$212.18</b>

**Check # 994213, Dated 02/09/2010, Printed (RG000033), PO# P10-00281,BatchId AP02092010A**

<u>Vendor</u>	<u>CONTRA COSTA CO OFFICE OF EDU (001943/2)</u>		
2009/10	AB430 MODULE I TRAINING		
	010-5200-0325-1110-2700-000-00- -	900.00	
		<b>Total Check Amount</b>	<b>\$900.00</b>

**Check # 994214, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

<u>Vendor</u>	<u>HSBC BUSINESS SOLUTIONS (006700/1)</u>		
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	41.86	
		<b>Total Check Amount</b>	<b>\$41.86</b>

**Check # 994215, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

<u>Vendor</u>	<u>DANIELSEN (000512/1)</u>		
2009/10	FOOD AND SUPPLIES		
	130-4700-5310-0000-3700-000-00- -	815.64	
	130-4710-5310-0000-3700-000-00- -	96.08	
		<b>Total Check Amount</b>	<b>\$911.72</b>

**Check # 994216, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

<u>Vendor</u>	<u>DELTA DENTAL (000260/2)</u>		
2009/10	02/10 COVERAGE		
	010-9200- - - - -	4,275.42	
		<b>Total Check Amount</b>	<b>\$4,275.42</b>

**Check # 994217, Dated 02/09/2010, Printed (RG000033), PO# P10-00531,BatchId AP02092010A**

<u>Vendor</u>	<u>DEMCO (002457/2)</u>		
2009/10	LIBRARY SUPPLIES (AHS)		
	010-4300-0395-1110-1000-038-38- -	79.91	
		<b>Total Check Amount</b>	<b>\$79.91</b>

**Feburay 2010 Warrant Listing****Check # 994218, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A****P45****Vendor** **DJ CO-OPS (005466/1)**

2009/10

FOOD

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

74.25

**Total Check Amount****\$74.25****Check # 994219, Dated 02/09/2010, Printed (RG000033), PO# P10-00508,BatchId AP02092010A****Vendor** **DYNATRONICS CORP. (007288/2)**

2009/10

MASSAGE TABLE PACKAGE (ATHLETICS)

010-4300-9021-1110-4200-038-38- -

328.15

**Total Check Amount****\$328.15****Check # 994220, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A****Vendor** **EBMUD (000224/2)**

2009/10

12/22-01/25 SERVICE

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

178.37

2009/10

12/22-01/25 SERVICE

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

481.55

2009/10

11/17-01/20 SERVICE

010-5555-0000-1110-8200-003-00- -

910.60

2009/10

11/19-01/25 SERVICE

010-5555-0000-1110-8200-001-00- -

352.26

**Total Check Amount****\$1,922.78****Check # 994221, Dated 02/09/2010, Printed (RG000033), PO# P10-00205,BatchId AP02092010A****Vendor** **FAR WEST SANITATION AND STORGAE, INC. (003436/1)**

2009/10

CONTAINER RENTAL/POOL

210-5600-1711-0000-8500-005-00- -

87.26

**Total Check Amount****\$87.26****Check # 994222, Dated 02/09/2010, Printed (RG000033), PO# P10-00413,BatchId AP02092010A****Vendor** **FISHER SCIENTIFIC(004068/2)**

2009/10

SCI MATERIALS (AHS)

010-4300-9020-1138-1000-038-38- -

331.78

**Total Check Amount****\$331.78****Check # 994223, Dated 02/09/2010, Printed (RG000033), PO# P10-00411,BatchId AP02092010A****Vendor** **FLINN SCIENTIFIC (002175/1)**

2009/10

SCI MATERIALS (AHS)

010-4300-9020-1138-1000-038-38- -

677.26

**Total Check Amount****\$677.26****Check # 994224, Dated 02/09/2010, Printed (RG000033), PO# P10-00472,BatchId AP02092010A****Vendor** **FOLLETT LIBRARY RESOURCES (000748/2)**

2009/10

BOOKS &amp; DVDs (AHS)

010-4200-9006-1110-1000-038-38- -

902.74

010-4200-0395-1110-1000-038-38- -

63.72

2009/10

BOOKS &amp; DVDs (AHS)

010-4200-0395-1110-1000-038-38- -

6.87

010-4200-9006-1110-1000-038-38- -

97.26

**Total Check Amount****\$1,070.59**

**Feburay 2010 Warrant Listing****Check # 994225, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

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

540.10  
**Total Check Amount** **\$540.10**

**Check # 994226, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

**Vendor** **JERI FRASER**  
**C/O OCEAN VIEW SCHOOL (001343/1)**  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-004-04- -

20.54  
**Total Check Amount** **\$20.54**

**Check # 994227, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

**Vendor** **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- -

25.00  
2,432.06  
**Total Check Amount** **\$2,457.06**

**Check # 994228, Dated 02/09/2010, Printed (RG000033), PO# ,BatchId AP02092010A**

**Vendor** **HAPPY PRODUCE (000391/1)**  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -  
2009/10 PRODUCE  
120-4700-5320-8500-3700-000-00- -

128.90  
83.00  
183.95  
201.15  
42.50  
186.40  
101.80  
90.00  
109.20  
147.50  
**Total Check Amount** **\$1,274.40**

**Check # 994229, Dated 02/09/2010, Printed (RG000033), PO# P10-00369,BatchId AP02092010A**

**Vendor** **HOME DEPOT SUPPLY (003613/1)**  
2009/10 20 PADLOCKS  
010-4300-1100-1110-1000-038-38- -  
010-4300-9021-1110-4200-038-38- -

444.20  
126.28  
**Total Check Amount** **\$570.48**

**Check # 994230, Dated 02/09/2010, Printed (RG000033), PO# P10-00568,BatchId AP02092010A**

**Vendor** **J.W. PEPPER & SON INC (004204/1)**  
2009/10 MUSIC MATERIALS (MARIN)  
010-4100-0156-1110-1000-003-00- -

100.66  
**Total Check Amount** **\$100.66**

**Feburay 2010 Warrant Listing****Check # 994231, Dated 02/09/2010, Printed (RG000033), PO# P10-00416, BatchId AP02092010A****P 47**

**Vendor** KAGAN PUBLISHING (007258/1)  
2009/10 RIGHT TIMER (OVERHEAD TIMER)  
010-4300-0395-1133-1000-038-38- -

49.50

**Total Check Amount \$49.50****Check # 994232, Dated 02/09/2010, Printed (RG000033), PO# , BatchId AP02092010A**

**Vendor** THE KEY SHACK LOCKSMITH (000381/1)  
2009/10 RIM CYLIDERS & CORES  
010-4300-8150-0000-8110-000-00- -

200.18

**Total Check Amount \$200.18****Check # 994233, Dated 02/09/2010, Printed (RG000033), PO# P10-00504, BatchId AP02092010A**

**Vendor** KEEP IT SIMPLE (002397/1)  
2009/10 DELL POWEREDGE/ARIES STUDENT INFO SYSTEM  
010-4400-0000-0000-7700-000-77- -  
2009/10 DELL POWEREDGE/ARIES STUDENT INFO SYSTEM  
010-4400-0000-0000-7700-000-77- -

11,890.81

10,084.93

**Total Check Amount \$21,975.74****Check # 994234, Dated 02/09/2010, Printed (RG000033), PO# P10-00186, BatchId AP02092010A**

**Vendor** LANGUAGE PEOPLE, INC. (006992/1)  
2009/10 09/10 SIGN LANGUAGE INTERPRETER  
010-5825-6500-5750-1180-000-65- -

600.00

**Total Check Amount \$600.00****Check # 994235, Dated 02/09/2010, Printed (RG000033), PO# , BatchId AP02092010A**

**Vendor** LAWRENCE HALL OF SCIENCE (001933/2)  
2009/10 LHS TRIP ON 03/04/10 (MARIN)  
010-5810-9020-1110-1000-003-03- -

264.00

**Total Check Amount \$264.00****Check # 994236, Dated 02/09/2010, Printed (RG000033), PO# P08-00946, BatchId AP02092010A**

**Vendor** LPA, INC. (006826/2)  
2009/10 POOL BUILDING PROJECT  
210-6234-1711-0000-8500-005-00- -  
210-6201-1711-0000-8500-005-00- -

31.10

2,532.42

**Total Check Amount \$2,563.52****Check # 994237, Dated 02/09/2010, Printed (RG000033), PO# P10-00408, BatchId AP02092010A**

**Vendor** BELINDA W. LUM (004096/1)  
2009/10 E-RATE SERVICES  
010-5825-0000-0000-7700-000-00- -

6,700.00

**Total Check Amount \$6,700.00****Check # 994238, Dated 02/09/2010, Printed (RG000033), PO# , BatchId AP02092010A**

**Vendor** MAGGIORA BAKING CO (000577/1)  
2009/10 FOOD  
120-4700-5320-8500-3700-000-00- -  
2009/10 FOOD  
120-4700-5320-8500-3700-000-00- -  
2009/10 FOOD  
120-4700-5320-8500-3700-000-00- -  
2009/10 FOOD

167.80

179.00

209.80

**Feburay 2010 Warrant Listing****Check # 994238, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A (CONTINUED)**

<u>Vendor</u>	<u>MAGGIORA BAKING CO (000577/1)</u>		
	120-4700-5320-8500-3700-000-00- -	191.80	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	145.80	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	69.75	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	94.00	
	<b>Total Check Amount</b>		<b>\$1,057.95</b>

**Check # 994239, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A**

<u>Vendor</u>	<u>ALISON MAKELA</u>		
	<u>C/O MARIN SCHOOL (006381/1)</u>		
2009/10	REIMB FOR CROSS-SITE COLLABORATION SUPPLIES		
	010-4300-0000-0000-7200-000-00- -	35.93	
	<b>Total Check Amount</b>		<b>\$35.93</b>

**Check # 994240, Dated 02/09/2010, Printed (RG000033), PO# P10-00443,Batchld AP02092010A**

<u>Vendor</u>	<u>HOWARD McNENNY (007268/1)</u>		
2009/10	ARCHITECTURAL CONSULTING SERVICES		
	140-5825-0000-0000-8100-000-00- -	7,814.99	
	<b>Total Check Amount</b>		<b>\$7,814.99</b>

**Check # 994241, Dated 02/09/2010, Printed (RG000033), PO# P10-00368,Batchld AP02092010A**

<u>Vendor</u>	<u>NASCO MODESTO (000845/4)</u>		
2009/10	ART SUPPLIES (AHS)		
	010-4300-1100-1137-1000-038-38- -	450.90	
2009/10	ART SUPPLIES (AHS)		
	010-4300-1100-1137-1000-038-38- -	269.50	
2009/10	ART SUPPLIES (AHS)		
	010-4300-1100-1137-1000-038-38- -	189.98	
2009/10	ART SUPPLIES (AHS)		
	010-4300-1100-1137-1000-038-38- -	12.45	
2009/10	SCI SUPPLIES (AHS)		
	010-4300-0395-1138-1000-038-38- -	108.91	
	010-4300-9020-1138-1000-038-38- -	156.62	
	<b>Total Check Amount</b>		<b>\$1,188.36</b>

**Check # 994242, Dated 02/09/2010, Printed (RG000033), PO# P10-00013,Batchld AP02092010A**

<u>Vendor</u>	<u>NATIONAL ELEVATOR CO (004187/1)</u>		
2009/10	09/10 ELEVATOR SERVICE (AMS)		
	010-5610-0000-1110-8200-016-00- -	135.00	
	<b>Total Check Amount</b>		<b>\$135.00</b>

**Check # 994243, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A**

<u>Vendor</u>	<u>NEXTEL COMMUNICATIONS (004314/2)</u>		
2009/10	12/23-01/22 SERVICE		
	010-5930-0000-0000-8200-000-00- -	164.61	
	010-4300-0000-0000-7200-000-00- -	311.19	
	010-5930-7230-5001-8200-000-00- -	114.86	
	010-5930-8150-0000-8200-000-00- -	81.27	
	<b>Total Check Amount</b>		<b>\$671.93</b>



**Feburay 2010 Warrant Listing****Check # 994244, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A****P 49****Vendor** **OAKLAND ICE CENTER (007339/1)**2009/10 ICE SKATING TRIP ON 02/11/10  
010-5810-9020-1110-1000-003-03- -

288.00

**Total Check Amount****\$288.00****Check # 994245, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A****Vendor** **ODWALLA INC (005314/1)**2009/10 DRINKS  
130-4700-5310-0000-3700-000-00- -

312.48

**Total Check Amount****\$312.48****Check # 994246, Dated 02/09/2010, Printed (RG000033), PO# P10-00293, Batchld AP02092010A****Vendor** **OFFICE DEPOT (000048/1)**2009/10 SUPPLIES  
010-4300-6500-5001-2100-000-65- -  
2009/10 FLASH DRIVE AND KEYBOARD/MOUSE SET  
010-4300-0000-0000-7200-000-00- -  
2009/10 FLASH DRIVE AND KEYBOARD/MOUSE SET  
010-4300-0000-0000-7200-000-00- -  
2009/10 SUPPLIES  
010-4300-1100-1110-1000-003-03- -  
2009/10 SUPPLIES  
010-4300-1100-1110-1000-003-03- -  
2009/10 SUPPLIES  
010-4300-1100-1110-1000-001-01- -  
2009/10 SUPPLIES  
010-4300-1100-1110-1000-003-03- -  
2009/10 SUPPLIES  
010-4300-1100-1110-1000-001-01- -  
2009/10 SUPPLIES  
010-4300-1100-1110-1000-001-01- -

147.57

87.87

88.89

642.04

19.10

187.68

273.52

718.82

1,056.89

**Total Check Amount****\$3,222.38****Check # 994247, Dated 02/09/2010, Printed (RG000033), PO# P10-00335, Batchld AP02092010A****Vendor** **OLIVERO PLUMBING CO INC (002382/1)**2009/10 BACK-FLOW TESTS AHS & AMS  
010-5670-8150-0000-8110-000-00- -

378.00

**Total Check Amount****\$378.00****Check # 994248, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A****Vendor** **PG&E (000029/1)**2009/10 12/23-01/22 SERVICE  
010-5520-0000-1110-8200-001-00- -  
2009/10 122409 SERVICE  
120-5520-0000-8500-8200-000-00- -  
2009/10 12/24-01/25 SERVICE  
010-5520-0000-1110-8200-038-00- -  
2009/10 12/24-01/25 SERVICE  
010-5520-0000-0000-8200-000-00- -  
2009/10 12/24-01/25 SERVICE  
010-5520-0000-1110-8200-016-00- -  
2009/10 12/24-01/25 SERVICE  
120-5520-0000-8500-8200-000-00- -

622.63

171.76

10,101.05

100.49

5,205.87

424.95

**Total Check Amount****\$16,626.75**

**Feburay 2010 Warrant Listing****Check # 994249, Dated 02/09/2010, Printed (RG000033), PO# P10-00062, BatchId AP02092010A****Vendor** **PRENTICE HALL (000442/3)**2009/10 AP SPANISH (AHS)  
010-4100-6300-1110-1000-038-38- -

523.96

**Total Check Amount \$523.96****Check # 994250, Dated 02/09/2010, Printed (RG000033), PO# P10-00376, BatchId AP02092010A****Vendor** **PROGRESSUS THERAPY INC (004803/3)**2009/10 09/10 SPEECH & LANGUAGE SERVICES  
010-5825-6500-5750-1180-000-65- -

6,956.00

**Total Check Amount \$6,956.00****Check # 994251, Dated 02/09/2010, Printed (RG000033), PO# P10-00008, BatchId AP02092010A****Vendor** **PRUDENTIAL OVERALL SUPPLY (005371/1)**2009/10 09/10 UNIFORM SERVICE  
010-5800-0000-0000-8200-000-00- -

160.10

**Total Check Amount \$160.10****Check # 994252, Dated 02/09/2010, Printed (RG000033), PO# P10-00521, BatchId AP02092010A****Vendor** **REEL LINK FILMS (007292/1)**2009/10 SCREENING FOR RACE TO NOWHERE  
010-5800-9031-0000-7200-000-00- -

800.00

**Total Check Amount \$800.00****Check # 994253, Dated 02/09/2010, Printed (RG000033), PO# P10-00489, BatchId AP02092010A****Vendor** **RETHINKING SCHOOLS (007279/1)**2009/10 BOOKS (AHS)  
010-4300-0395-1139-1000-038-38- -

56.18

**Total Check Amount \$56.18****Check # 994254, Dated 02/09/2010, Printed (RG000033), PO# P10-00264, BatchId AP02092010A****Vendor** **HOUGHTON MIFFLIN (001087/2)**2009/10 FORMS (SPED)  
010-4300-3313-5050-3160-000-65- -  
2009/10 FORMS (SPED)  
010-4300-3313-5050-3160-000-65- -

3,938.81

11,347.49

**Total Check Amount \$15,286.30****Check # 994255, Dated 02/09/2010, Printed (RG000033), PO# , BatchId AP02092010A****Vendor** **SAN JOAQUIN COUNTY OFFICE OF EDUCATION (004970/2)**2009/10 ANNUAL FEE FOR DEDP FEATURE IN SEIS (SELPA)  
010-5825-6502-5050-2200-069-00- -

774.25

**Total Check Amount \$774.25****Check # 994256, Dated 02/09/2010, Printed (RG000033), PO# , BatchId AP02092010A****Vendor** **MARTHA SCHULTZ**  
**C/O NR SELPA (006368/1)**2009/10 12/04-01/27 MILEAGE REIMB  
010-5200-6502-5050-2200-069-00- -  
2009/10 REIMB FOR SELPA WORKGROUP & TRAINING EXPENSES  
010-5200-6502-5050-2200-069-00- -  
2009/10 12/04-01/27 MILEAGE REIMB  
010-5200-6502-5050-2200-069-00- -

58.39

87.94

61.01

**Total Check Amount \$207.34**

**Feburay 2010 Warrant Listing****Check # 994257, Dated 02/09/2010, Printed (RG000033), PO# P10-00404, Batchld AP02092010A****P51****Vendor** **SKY OAKS PRODUCTIONS, INC. (007254/1)**2009/10 NOTEBOOKS & DVDs (AHS)  
010-4300-0395-1133-1000-038-38- -

156.61

**Total Check Amount****\$156.61****Check # 994258, Dated 02/09/2010, Printed (RG000033), PO# , Batchld AP02092010A****Vendor** **STARLINE SUPPLY COMPANY (007229/1)**2009/10 HAND SANITIZER  
010-4300-8150-0000-8110-000-00- -

196.60

2009/10 HAND SANITIZER  
010-4300-8150-0000-8110-000-00- -

196.60

**Total Check Amount****\$393.20****Check # 994259, Dated 02/09/2010, Printed (RG000033), PO# P10-00319, Batchld AP02092010A****Vendor** **SUPER WAREHOUSE (007226/1)**2009/10 PROJECTOR BULB (AHS)  
010-4300-1100-1110-1000-038-38- -

358.99

**Total Check Amount****\$358.99****Check # 994260, Dated 02/09/2010, Printed (RG000033), PO# , Batchld AP02092010A****Vendor** **SYSCO FOOD SERVICES OF S.F.INCFILE # 71261 (000565/2)**2009/10 FOOD AND SUPPLIES  
130-4700-5310-0000-3700-000-00- -  
130-4710-5310-0000-3700-000-00- -

1,328.83

413.69

2009/10 FOOD & SUPPLIES  
120-4710-5320-8500-3700-000-00- -  
120-4700-5320-8500-3700-000-00- -

103.80

2,571.98

2009/10 FOOD AND SUPPLIES  
130-4700-5310-0000-3700-000-00- -  
130-4710-5310-0000-3700-000-00- -

14.15

169.62

**Total Check Amount****\$4,602.07****Check # 994261, Dated 02/09/2010, Printed (RG000033), PO# P10-00557, Batchld AP02092010A****Vendor** **TEXTOL SYSTEMS (007306/1)**2009/10 FASTENERS (CORNELL)  
010-4300-9020-1110-1000-001-01- -

95.65

**Total Check Amount****\$88.08****Check # 994262, Dated 02/09/2010, Printed (RG000033), PO# , Batchld AP02092010A****Vendor** **RICHARD UHSMANN****C/O ALBANY HIGH (002376/1)**2009/10 REIMB FOR AUTISM SEMINAR REIGISTRATION  
010-5200-6500-5750-1110-000-65- -

149.00

**Total Check Amount****\$149.00****Check # 994263, Dated 02/09/2010, Printed (RG000033), PO# , Batchld AP02092010A****Vendor** **VEND MART (000719/1)**2009/10 LUNCH TRAYS (FOOD SERVICES)  
130-4710-5310-0000-3700-000-00- -

844.70

**Total Check Amount****\$844.70**

**Feburay 2010 Warrant Listing****Check # 994264, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A**

**Vendor** **WASTE MANAGEMENT OF ALAMEDA COUNTY (001541/2)**  
2009/10 01/10 PICK UP 386.60  
010-5515-0000-1110-8200-001-00- -  
2009/10 01/10 PICK UP 1,130.21  
010-5515-0000-1110-8200-016-00- -  
2009/10 01/10 PICK UP 791.83  
010-5515-0000-1110-8200-004-00- -  
2009/10 01/10 PICK UP 20.52  
010-5515-0000-1110-8200-016-00- -  
2009/10 01/10 PICK UP 193.30  
010-5515-0000-1110-8200-001-00- -  
2009/10 01/10 PICK UP 550.76  
010-5515-0000-1110-8200-003-00- -  
2009/10 01/10 PICK UP 96.64  
110-5515-0000-4110-8200-000-00- -  
2009/10 01/10 PICK UP 1,159.77  
010-5515-0000-1110-8200-038-00- -  
2009/10 01/10 PICK UP 455.43  
010-5515-0000-3200-8200-033-00- -  
2009/10 01/10 PICK UP 773.18  
010-5515-0000-1110-8200-038-00- -  
**Total Check Amount \$5,558.24**

**Check # 994265, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A**

**Vendor** **WAXIE SANITARY SUPPLY (003910/2)**  
2009/10 SANITARY SUPPLIES 211.25  
010-4300-1102-1110-8200-001-01- -  
**Total Check Amount \$211.25**

**Check # 994266, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A**

**Vendor** **WILD CARE (007337/1)**  
2009/10 WILD CARE TRIP ON 05/06/10 (MARIN) 115.00  
010-5810-9020-1110-1000-003-03- -  
**Total Check Amount \$115.00**

**Check # 994267, Dated 02/09/2010, Printed (RG000033), PO# ,Batchld AP02092010A**

**Vendor** **CHERYL WILLIS**  
**C/O OCEAN VIEW (006655/1)**  
2009/10 REIMB FOR HEADPHONES 53.17  
010-4300-9020-1110-1000-004-04- -  
**Total Check Amount \$53.17**

**Check # 999709, Dated 02/17/2010, Printed (RG000034), PO# P10-00494,Batchld AP02172010A**

**Vendor** **ALBANY STEEL, INC (005360/1)**  
2009/10 EXPANDED METAL, FLAT BAR, ANGLE IRON/NEEDED TO BLOCK  
ACCESS BETWEEN 2ND FLOOR LANDING & STAIRS TO ROOF (AHS)  
010-4300-8150-1110-8110-038-00- - 1,112.07  
**Total Check Amount \$1,112.07**

**Check # 999710, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

**Vendor** **ANNE ALCOTT**  
**C/O CORNELL SCHOOL (003326/1)**  
2009/10 REIMB FOR CLASSROOM SUPPLIES 184.88  
010-4300-9020-1110-1000-001-01- -  
**Total Check Amount \$184.88**

**Feburay 2010 Warrant Listing****Check # 999711, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****P53****Vendor** **ARCO AM/PM (006071/1)**

2009/10 01/10 GAS

010-4300-7230-5001-3600-000-00- -

786.41

**Total Check Amount****\$786.41****Check # 999712, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **AT&T (005220/4)**

2009/10 12/19-01/18 SERVICE

010-5930-0000-1110-8200-001-00- -

7.34

2009/10 12/19-01/18 SERVICE

010-5930-0000-1110-8200-003-00- -

72.04

2009/10 12/19-01/18 SERVICE

010-5930-0000-0000-8200-000-00- -

33.69

2009/10 12/19-01/18 SERVICE

010-5930-0000-0000-8200-000-00- -

7.34

2009/10 12/19-01/18 SERVICE

010-5930-0000-1110-8200-016-00- -

46.46

2009/10 12/19-01/18 SERVICE

010-5930-0000-1110-8200-003-00- -

195.78

2009/10 12/19-01/18 SERVICE

010-5930-0000-1110-8200-038-00- -

72.10

010-5930-8150-0000-8200-000-00- -

57.96

2009/10 12/19-01/18 SERVICE

010-5930-0000-1110-8200-016-00- -

118.08

010-5930-0000-1110-8200-001-00- -

175.43

010-5930-0000-1110-8200-004-00- -

103.84

010-5930-0000-0000-8200-000-00- -

640.56

2009/10 12/19-01/18 SERVICE

010-5930-0000-0000-8200-000-00- -

425.69

2009/10 12/19-01/18 SERVICE

010-5930-0000-1110-8200-004-00- -

18.08

110-5930-0000-4110-8200-000-00- -

261.65

2009/10 12/19-01/18 SERVICE

120-5930-0000-8500-8200-000-00- -

115.28

2009/10 12/19-01/18 SERVICE

010-5930-0000-0000-8200-000-00- -

157.83

010-5930-0000-1110-8200-016-00- -

132.81

2009/10 12/19-01/18 SERVICE

010-5930-0000-1110-8200-038-00- -

231.84

2009/10 12/19-01/18 SERVICE

010-5930-0000-8100-8200-005-00- -

18.83

2009/10 12/19-01/18 SERVICE

010-5930-0000-3200-8200-033-00- -

207.64

2009/10 12/19-01/18 SERVICE

010-5930-0000-0000-8200-000-00- -

87.30

**Total Check Amount****\$3,187.57****Check # 999713, Dated 02/17/2010, Printed (RG000034), PO# P10-00348, Batchld AP02172010A****Vendor** **BAYHILL HIGH SCHOOL (007231/1)**

2009/10 BASIC STUDENT EDUCATION

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

1,788.92

**Total Check Amount****\$1,788.92**

**Feburay 2010 Warrant Listing****Check # 999714, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>BERKELEY FARMS (006683/1)</u>		
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	97.05	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	141.70	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	173.54	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	190.86	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	147.82	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	162.95	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	134.28	
2009/10	DAIRY		
	120-4700-5320-8500-3700-000-00- -	19.64	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	41.22	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	83.88	
2009/10	DAIRY		
	130-4700-5310-0000-3700-000-00- -	75.42	
	<b>Total Check Amount</b>		<b>\$1,268.36</b>

**Check # 999715, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>BERKELEY UNIFIED SCHOOL DIST. (000600/2)</u>		
2009/10	08/09 SPED LOCAL ENTITLEMENT (SELPA)		
	010-9500-3310- - - - -	366,308.00	
	<b>Total Check Amount</b>		<b>\$366,308.00</b>

**Check # 999716, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>BERKELEY UNIFIED TRANSPORTATION (006060/1)</u>		
2009/10	TRANS FOR 05/05-05/07 POINT BONITA TRIP (O.V.)		
	010-5810-9020-1110-1000-004-04- -	1,390.00	
	<b>Total Check Amount</b>		<b>\$1,390.00</b>

**Check # 999717, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>BLUE SHIELD OF CALIFORNIA (002767/1)</u>		
2009/10	02/10 COBRA PAYMENT		
	010-3900-0000-1110-1000-000-00- -	382.77	
	<b>Total Check Amount</b>		<b>\$382.77</b>

**Check # 999718, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>DAVID BURKE, AICP/LEED AP (007216/1)</u>		
2009/10	01/10 FACILITY CONSULTING SERVICES		
	210-5800-0000-0000-8500-000-00- -	1,950.00	
	<b>Total Check Amount</b>		<b>\$1,950.00</b>

**Check # 999719, Dated 02/17/2010, Printed (RG000034), PO# P10-00523, BatchId AP02172010A**

<u>Vendor</u>	<u>CDW GOVERNMENT INC (003267/2)</u>		
2009/10	MICROSOFT OFFICE, WINDOWS & DOCKING STATION		
	010-4300-0000-0000-7700-000-77- -	304.68	
2009/10	MICROSOFT OFFICE, WINDOWS & DOCKING STATION		
	010-4300-0000-0000-7700-000-77- -	27.83	
2009/10	MICROSOFT OFFICE, WINDOWS & DOCKING STATION		
	010-4300-0000-0000-7700-000-77- -	217.27	
	<b>Total Check Amount</b>		<b>\$549.78</b>

**Feburay 2010 Warrant Listing****Check # 999720, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****P55****Vendor** **STACEY CHANG (007344/1)**2009/10 FINGERPRINT REIMB  
010-5838-0000-0000-7400-000-00- -

20.00

**Total Check Amount \$20.00****Check # 999721, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **MARY COE**2009/10 **C/O ALBANY ADULT SCHOOL (006899/1)**  
REIMB FOR COOKING CLASS SUPPLIES  
110-5200-6285-4110-1000-000-00- -

110.20

**Total Check Amount \$110.20****Check # 999722, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **CONTRA COSTA CO OFFICE OF EDU (001943/2)**2009/10 10/01/09 BTSA WORKSHOP  
010-5200-0392-1110-1000-000-00- -

50.00

**Total Check Amount \$50.00****Check # 999723, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **COPY EXPRESS (001757/1)**2009/10 COPIES/SCHOOL NUTRITION SURVEY  
130-5870-5310-0000-3700-000-00- -

99.21

**Total Check Amount \$99.21****Check # 999724, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **DANIELSEN (000512/1)**2009/10 FOOD & SUPPLIES  
130-4710-5310-0000-3700-000-00- -  
130-4700-5310-0000-3700-000-00- -

94.24

853.56

**Total Check Amount \$947.80****Check # 999725, Dated 02/17/2010, Printed (RG000034), PO# P10-00187,Batchld AP02172010A****Vendor** **MARYWIN DEEGAN (006906/1)**2009/10 09/10 AUGMENTATIVE COMMUNICATION SERVICES  
010-5825-6500-5001-3900-000-65- -

1,425.00

**Total Check Amount \$1,425.00****Check # 999726, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **DEPARTMENT OF JUSTICE (000604/1)**2009/10 01/10 FINGERPRINTS  
010-5838-0000-0000-7400-000-00- -

320.00

**Total Check Amount \$320.00****Check # 999727, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **EAST BAY RESTAURANT SUPPLY (002339/1)**2009/10 KITCHEN SUPPLIES  
130-4300-5310-0000-3700-000-00- -

92.68

**Total Check Amount \$92.68**

**Feburay 2010 Warrant Listing****Check # 999728, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>EBMUD (000224/2)</u>		
2009/10	11/19-01/25 SERVICE		
	010-5555-0000-1110-8200-001-00- -	526.92	
2009/10	11/25-01/29 SERVICE		
	010-5555-0000-1110-8200-004-00- -	352.26	
2009/10	11/25-01/29 SERVICE		
	010-5555-0000-3200-8200-033-00- -	150.86	
2009/10	11/25-01/29 SERVICE		
	010-5555-0000-1110-8200-004-00- -	1,062.74	
		<b>Total Check Amount</b>	<b>\$2,092.78</b>

**Check # 999729, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>EL CERRITO UUT (000374/1)</u>		
2009/10	UTILITY USER TAX 07/01/09-12/31/09		
	010-5555-0000-0000-8200-000-00- -	533.13	
		<b>Total Check Amount</b>	<b>\$533.13</b>

**Check # 999730, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>EMERY UNIFIED SCHOOL DISTRICT (005835/1)</u>		
2009/10	08/09 SPED LOCAL ENTITLEMENT (SELPA)		
	010-9500-3310- - - - -	31,312.00	
		<b>Total Check Amount</b>	<b>\$31,312.00</b>

**Check # 999731, Dated 02/17/2010, Printed (RG000034), PO# P10-00402,BatchId AP02172010A**

<u>Vendor</u>	<u>FALTZ ASSOCIATES INC. (002688/1)</u>		
2009/10	09/10 SPEECH THERAPY SERVICES		
	010-5825-6500-5750-1180-000-65- -	450.00	
		<b>Total Check Amount</b>	<b>\$450.00</b>

**Check # 999732, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>EVELYN FERRARO (007343/1)</u>		
2009/10	FINGERPRINT REIMB		
	010-5838-0000-0000-7400-000-00- -	20.00	
		<b>Total Check Amount</b>	<b>\$20.00</b>

**Check # 999733, Dated 02/17/2010, Printed (RG000034), PO# P10-00148,BatchId AP02172010A**

<u>Vendor</u>	<u>FIRSTGROUP AMERICA (007019/2)</u>		
2009/10	09/10 BUS TRANSPORTATION (ATHLETICS)		
	010-5810-9021-1110-4200-038-38- -	409.00	
		<b>Total Check Amount</b>	<b>\$409.00</b>

**Check # 999734, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>MICHAEL FOWLER (007345/1)</u>		
2009/10	FINGERPRINT REIMB		
	010-5838-0000-0000-7400-000-00- -	20.00	
		<b>Total Check Amount</b>	<b>\$20.00</b>

**Check # 999735, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

<u>Vendor</u>	<u>JERI FRASER</u>		
	<u>C/O OCEAN VIEW SCHOOL (001343/1)</u>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-004-04- -	36.90	
		<b>Total Check Amount</b>	<b>\$36.90</b>



**Feburay 2010 Warrant Listing****Check # 999736, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****P57**

<u>Vendor</u>	<u>PATRICIA FUJIWARA</u>		
	<u>C/O ALBANY HIGH (004613/1)</u>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1138-1000-038-38- -	31.57	
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1138-1000-038-38- -	85.40	
		<b>Total Check Amount</b>	<b>\$116.97</b>

**Check # 999737, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u>GOLD STAR FOODS (002941/2)</u>		
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	25.00	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	2,733.82	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	20.64	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	51.54	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	5.73-	
		<b>Total Check Amount</b>	<b>\$2,825.27</b>

**Check # 999738, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u>MARGARET GOLDBERG</u>		
	<u>C/O OCEAN VIEW SCHOOL (006385/1)</u>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-004-04- -	115.51	
		<b>Total Check Amount</b>	<b>\$115.51</b>

**Check # 999739, Dated 02/17/2010, Printed (RG000034), PO# P10-00538,Batchld AP02172010A**

<u>Vendor</u>	<u>GREAT AMERICAN LEASING CORP. (007274/1)</u>		
2009/10	09/10 COPIER LEASE/SELPA		
	010-5611-6502-5050-2200-069-00- -	183.29	
		<b>Total Check Amount</b>	<b>\$183.29</b>

**Check # 999740, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u>GREATER TESTING CONCEPTS (005402/1)</u>		
2009/10	09-10 MANDELROT TEAM PLAY (AHS)		
	010-4300-1100-1134-1000-038-38- -	32.00	
		<b>Total Check Amount</b>	<b>\$32.00</b>

**Check # 999741, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u>MARY ANN HAWKRIDGE</u>		
	<u>OCEAN VIEW (006740/2)</u>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-004-04- -	13.27	
		<b>Total Check Amount</b>	<b>\$13.27</b>

**Check # 999742, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u>SEAN HOGAN (007346/1)</u>		
2009/10	FINGERPRINT REIMB		
	010-5838-0000-0000-7400-000-00- -	20.00	
		<b>Total Check Amount</b>	<b>\$20.00</b>

**Feburay 2010 Warrant Listing****Check # 999743, Dated 02/17/2010, Printed (RG000034), PO# P10-00567, BatchId AP02172010A**

**Vendor** **HOME DEPOT CREDIT SERVICES**  
2009/10 OPEN/HARDWARE FOR MOVE  
140-4300-0000-0000-8110-000-00- -  
2009/10 HARDWARE  
010-4300-8150-0000-8110-000-00- -  
2009/10 HARDWARE  
010-4300-8150-0000-8110-000-00- -

633.20  
19.72  
20.00  
**Total Check Amount \$672.92**

**Check # 999744, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

**Vendor** **JACK HUNTAMER (007349/1)**  
2009/10 REIMB/SOIL FOR COUGAR FIELD BASEBALL DIAMOND  
010-4300-8150-1110-8110-038-00- -

1,538.92  
**Total Check Amount \$1,538.92**

**Check # 999745, Dated 02/17/2010, Printed (RG000034), PO# P10-00517, BatchId AP02172010A**

**Vendor** **INNOVATIVE LEARNING CONCEPTS (002780/1)**  
2009/10 TOUCH MATH (CORNELL)  
010-4300-9020-1110-1000-001-01- -

207.17  
**Total Check Amount \$190.30**

**Check # 999746, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

**Vendor** **HELEN GU (006365/2)**  
2009/10 LUNCH MONEY REFUND  
130-8634-5310- - - - -

55.75  
**Total Check Amount \$55.75**

**Check # 999747, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A**

**Vendor** **KAISER PERMANENTE CALIFORNIA SERVICE CENTER (000261/4)**  
2009/10 COBRA 09/01/09-12/01/09  
010-3900-0000-1110-1000-000-00- -

12,140.77  
**Total Check Amount \$12,140.77**

**Check # 999748, Dated 02/17/2010, Printed (RG000034), PO# P10-00323, BatchId AP02172010A**

**Vendor** **KATHLEEN S. SKOW NPA (001967/1)**  
2009/10 ORIENTATION & MOBILITY SERVICES  
010-5825-6500-5750-1180-000-65- -

3,150.00  
**Total Check Amount \$3,150.00**

**Check # 999749, Dated 02/17/2010, Printed (RG000034), PO# P10-00578, BatchId AP02172010A**

**Vendor** **KEEP IT SIMPLE (002397/1)**  
2009/10 HP GBIC MODULE FOR D.O. (MOVE)  
140-4300-0000-0000-8110-000-77- -

2,912.89  
**Total Check Amount \$2,912.89**

**Check # 999750, Dated 02/17/2010, Printed (RG000034), PO# P10-00439, BatchId AP02172010A**

**Vendor** **KRAY CABLING (000631/1)**  
2009/10 INSTALL PHONE LINE AT AHS  
010-5600-9006-1110-1000-038-38- -

510.21  
**Total Check Amount \$510.21**

**Feburay 2010 Warrant Listing****Check # 999751, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****P59****Vendor** **DAVID LI (007261/1)**2009/10 REIMB FOR POINT BONITA TRIP (O.V.)  
010-5810-9020-1110-1000-004-04- -

235.00

**Total Check Amount****\$235.00****Check # 999752, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **MOLLY LIM (007347/1)**2009/10 FINGERPRINT REIMB  
010-5838-0000-0000-7400-000-00- -

20.00

**Total Check Amount****\$20.00****Check # 999753, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **MAGGIORA BAKING CO (000577/1)**2009/10 FOOD  
130-4700-5310-0000-3700-000-00- -

42.30

2009/10 FOOD  
130-4700-5310-0000-3700-000-00- -

129.60

2009/10 FOOD  
130-4700-5310-0000-3700-000-00- -

100.00

2009/10 FOOD  
130-4700-5310-0000-3700-000-00- -

205.00

2009/10 FOOD  
130-4700-5310-0000-3700-000-00- -

77.00

**Total Check Amount****\$553.90****Check # 999754, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **MANCHESTER GRAND HYATT (007215/1)**2009/10 03/24-03/27 HOTEL STAY/SPED  
010-5200-6500-5001-2100-000-65- -

1,277.01

**Total Check Amount****\$1,277.01****Check # 999755, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **DIANE MARIE****C/O DISTRICT OFFICE (006364/1)**2009/10 REIMB FOR SUPPLIES  
010-4300-6530-5750-1130-000-65- -

58.29

**Total Check Amount****\$58.29****Check # 999756, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **MADLINE MEYER RILEY, MFT (007241/1)**2009/10 IN SERVICE STAFF TRAINING 01/15/10 (ACC)  
120-4300-0000-8500-1000-000-00- -

500.00

**Total Check Amount****\$500.00****Check # 999757, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor** **MID AMERICA BOOKS (006750/1)**2009/10 LIBRARY BOOKS (AHS)  
010-4300-0395-1110-1000-038-38- -

86.29

**Total Check Amount****\$86.29****Check # 999758, Dated 02/17/2010, Printed (RG000034), PO# P10-00188,Batchld AP02172010A****Vendor** **MARGARET MOWRY EVANS (006754/1)**2009/10 CASE MANAGEMENT & SPECIALIZED ACADEMIC INSTRUCTION  
010-5825-6500-5750-1190-000-65- -

2,127.50

**Total Check Amount****\$2,127.50**

**Feburay 2010 Warrant Listing****Check # 999759, Dated 02/17/2010, Printed (RG000034), PO# P10-00322, BatchId AP02172010A****Vendor** **SUSAN MOX (004943/1)**2009/10 SOFTWARE SUPPORT  
010-5825-0000-0000-7700-000-00- -

5,175.00

**Total Check Amount \$5,175.00****Check # 999760, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A****Vendor** **ELLEN MURFF****C/O CORNELL SCHOOL (006793/1)**2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-001-01- -

192.06

**Total Check Amount \$192.06****Check # 999761, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A****Vendor** **SABRINA NAGEL****C/O ACC (003065/1)**2009/10 REIMB FOR CLASSROOM SUPPLIES  
120-4300-0000-8500-1000-000-00- -

80.53

**Total Check Amount \$80.53****Check # 999762, Dated 02/17/2010, Printed (RG000034), PO# P10-00491, BatchId AP02172010A****Vendor** **NASCO MODESTO (000845/4)**2009/10 SCI MATERIALS  
010-4300-0395-1138-1000-038-38- -

19.76

**Total Check Amount \$19.76****Check # 999763, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A****Vendor** **SUZANNE NELSON****C/O SELPA (001231/1)**2009/10 REIMB FOR SELPA CONF EXPENSES  
010-5200-6502-5050-2200-069-00- -

618.53

**Total Check Amount \$618.53****Check # 999764, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A****Vendor** **NEOFUNDS BY NEOPOST (004474/5)**2009/10 POSTAGE FUNDS (AMS)  
010-5910-1100-1110-2700-016-16- -

500.00

**Total Check Amount \$500.00****Check # 999765, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A****Vendor** **MEG NIXON****C/O CORNELL ELEM (000439/1)**2009/10 REIMB FOR CLASS SUPPLIES & CULINARY ACADEMY  
010-4300-9020-1110-1000-001-01- -  
010-5810-9020-1110-1000-001-01- -

17.81

42.00

**Total Check Amount \$59.81****Check # 999766, Dated 02/17/2010, Printed (RG000034), PO# ,BatchId AP02172010A****Vendor** **NORTHBRAE COMMUNITY CHURCH (002442/1)**2009/10 USE OF FACILITY FOR WINTER 2010 (AAS)  
110-5621-0000-4110-8700-000-00- -

1,400.00

**Total Check Amount \$1,400.00**

**Feburay 2010 Warrant Listing****Check # 999767, Dated 02/17/2010, Printed (RG000034), PO# P10-00564, Batchld AP02172010A****P 61****Vendor OFFICE DEPOT (000048/1)**

2009/10	SUPPLIES		
	010-4300-1100-3200-2700-033-33--	7.90	
2009/10	SUPPLIES		
	010-4300-1100-3200-2700-033-33--	43.89	
2009/10	SUPPLIES		
	110-4300-0000-4110-2700-000-00--	172.06	
2009/10	NETWORKING EQUIPMENT		
	010-4300-0000-0000-7700-000-77--	246.88	
2009/10	NETWORKING EQUIPMENT		
	010-4300-0000-0000-7700-000-77--	182.62	
2009/10	NETWORKING EQUIPMENT		
	010-4300-0000-0000-7700-000-77--	142.15	
2009/10	NETWORKING EQUIPMENT		
	010-4300-0000-0000-7700-000-77--	72.35	
2009/10	SUPPLIES		
	010-4300-1100-1110-1000-003-03--	164.43	
2009/10	SUPPLIES		
	010-4300-0000-1110-2100-000-65--	98.64	
	<b>Total Check Amount</b>		<b>\$1,130.92</b>

**Check # 999768, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor PASTIME ACE HARDWARE (000035/1)**

2009/10	01/10 HARDWARE		
	010-4300-8150-0000-8110-000-00--	501.82	
	010-4300-9020-1110-1000-001-01--	17.55	
	010-4300-1102-1110-8200-001-01--	17.55	
	010-4300-1102-1110-8200-003-03--	58.13	
	010-4300-1102-1110-8200-004-04--	95.92	
	010-4300-1102-1110-8200-016-16--	349.04	
	<b>Total Check Amount</b>		<b>\$1,040.01</b>

**Check # 999769, Dated 02/17/2010, Printed (RG000034), PO# P10-00574, Batchld AP02172010A****Vendor THE PENWORTHY CO (003917/2)**

2009/10	LIBRARY BOOKS (CORNELL)		
	010-4300-9020-1110-1000-001-01--	194.73	
	<b>Total Check Amount</b>		<b>\$194.73</b>

**Check # 999770, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor PG&E (000029/1)**

2009/10	12/05-01/26 SERVICE		
	010-5520-0000-1110-8200-001-00--	1,910.26	
	010-5520-0000-1110-8200-003-00--	1,736.39	
	010-5520-0000-3200-8200-033-00--	460.88	
	010-5520-0000-1110-8200-004-00--	2,623.06	
	110-5520-0000-4110-8200-000-00--	567.20	
2009/10	01/05-02/03 SERVICE		
	010-5520-0000-1110-8200-003-00--	59.82	
	<b>Total Check Amount</b>		<b>\$7,357.61</b>

**Check # 999771, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****Vendor PIEDMONT UNIFIED SCHOOL DIST (005594/1)**

2009/10	08/09 SPED LOCAL ENTITLEMENT (SELPA)		
	010-9500-3310- - - - -	124,962.00	
	<b>Total Check Amount</b>		<b>\$124,962.00</b>

**Feburay 2010 Warrant Listing****Check # 999772, Dated 02/17/2010, Printed (RG000034), PO# P10-00376, BatchId AP02172010A**

**Vendor** **PROGRESSUS THERAPY INC (004803/3)**  
2009/10 09/10 SPEECH & LANGUAGE SERVICES  
010-5825-6500-5750-1180-000-65- -

4,736.00

**Total Check Amount \$4,736.00****Check # 999773, Dated 02/17/2010, Printed (RG000034), PO# P10-00008, BatchId AP02172010A**

**Vendor** **PRUDENTIAL OVERALL SUPPLY (005371/1)**  
2009/10 09/10 UNIFORM SERVICE  
010-5800-0000-0000-8200-000-00- -

160.10

**Total Check Amount \$160.10****Check # 999774, Dated 02/17/2010, Printed (RG000034), PO# P10-00370, BatchId AP02172010A**

**Vendor** **PSAT/NMSQT (005344/1)**  
2009/10 PSAT TESTS (AHS)  
010-4300-0103-1110-3160-038-38- -

3,445.00

**Total Check Amount \$3,445.00****Check # 999775, Dated 02/17/2010, Printed (RG000034), PO# P10-00223, BatchId AP02172010A**

**Vendor** **READ NATURALLY (003689/1)**  
2009/10 PHONICS SERIES & NETWORK SEQUENCE SERIES (SPED)  
010-4300-3313-5770-1120-000-65- -  
2009/10 PHONICS SERIES & NETWORK SEQUENCE SERIES (SPED)  
010-4300-3313-5770-1120-000-65- -

4,905.83

393.03

**Total Check Amount \$4,837.00****Check # 999776, Dated 02/17/2010, Printed (RG000034), PO# P10-00223, BatchId AP02172010A**

**Vendor** **READ NATURALLY (003689/2)**  
2009/10 PHONICS SERIES & NETWORK SEQUENCE SERIES (SPED)  
010-4300-3313-5770-1120-000-65- -

776.06

**Total Check Amount \$708.00****Check # 999777, Dated 02/17/2010, Printed (RG000034), PO# P10-00623, BatchId AP02172010A**

**Vendor** **RICOH AMERICAS CORP.. (001524/6)**  
2009/10 REMAINDER OF 09/10 LEASE & MAINT FOR COPIES  
120-5611-0000-8500-5000-000-00- -  
2009/10 REMAINDER OF 09/10 LEASE & MAINT FOR COPIES  
010-5610-0000-1110-2700-000-00- -  
010-5611-1100-1110-2700-038-00- -  
010-5611-1100-1110-2700-001-00- -  
010-5611-1100-1110-2700-003-00- -  
010-5611-1100-1110-2700-016-00- -  
010-5611-1100-1110-2700-004-00- -  
010-5611-1100-3200-2700-033-00- -  
010-5611-0000-0000-7200-000-00- -  
110-5611-0000-4110-2700-000-00- -

212.15

3,203.77

920.64

752.40

728.60

789.87

911.55

159.15

720.89

220.73

**Total Check Amount \$8,619.75****Check # 999778, Dated 02/17/2010, Printed (RG000034), PO# , BatchId AP02172010A**

**Vendor** **ROCK-N-ROLL GOURMET, INC. (003957/1)**  
2009/10 FOOD  
130-4700-5310-0000-3700-000-00- -

120.00

**Total Check Amount \$120.00**

**Feburay 2010 Warrant Listing****Check # 999779, Dated 02/17/2010, Printed (RG000034), PO# P10-00088, Batchld AP02172010A****P 63**

**Vendor** **PABLO E. SANCHEZ (006278/1)**  
2009/10 09/10 GROUNDS MAINT  
010-5825-0000-0000-8200-000-00- -

1,500.00

**Total Check Amount \$1,500.00****Check # 999780, Dated 02/17/2010, Printed (RG000034), PO# , Batchld AP02172010A**

**Vendor** **SAVE THE BAY (007348/1)**  
2009/10 CANOES IN SLOUGHS STUDY TRIP 04/26 & 04/27 (AMS)  
010-5810-9020-1110-1000-016-16- -

400.00

**Total Check Amount \$400.00****Check # 999781, Dated 02/17/2010, Printed (RG000034), PO# , Batchld AP02172010A**

**Vendor** **AT&T (000037/1)**  
2009/10 SERVICE  
010-5930-6502-5050-2200-069-00- -

284.00

**Total Check Amount \$284.00****Check # 999782, Dated 02/17/2010, Printed (RG000034), PO# , Batchld AP02172010A**

**Vendor** **JUDITH SINCLAIR**  
**C/O OCEAN VIEW (004398/1)**  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-004-04- -

54.11

**Total Check Amount \$54.11****Check # 999783, Dated 02/17/2010, Printed (RG000034), PO# , Batchld AP02172010A**

**Vendor** **SPURR (001012/2)**  
2009/10 12/09 GAS  
010-5520-0000-1110-8200-001-00- -  
010-5520-0000-3200-8200-033-00- -  
010-5520-0000-1110-8200-038-00- -  
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- -  
010-5520-8150-0000-8200-000-00- -  
110-5520-0000-4110-8200-000-00- -

566.97

588.79

899.25

645.78

1,202.65

1,407.86

3,321.31

263.65

709.64

**Total Check Amount \$9,605.90****Check # 999784, Dated 02/17/2010, Printed (RG000034), PO# P10-00019, Batchld AP02172010A**

**Vendor** **STAR ELEVATOR INC-ATLAS ELEVATOR CO (000998/1)**  
2009/10 09/10 ELEVATOR SERVICE (AHS)  
010-5610-0000-1110-8200-038-00- -

291.86

**Total Check Amount \$291.86****Check # 999785, Dated 02/17/2010, Printed (RG000034), PO# P10-00145, Batchld AP02172010A**

**Vendor** **QUANTA RECEIVABLES LP-SUNESYS (006974/2)**  
2009/10 MONTHLY LICENSE FEE FOR MANAGED SERVICES  
010-5825-9031-0000-7700-000-00- -

2,693.00

**Total Check Amount \$2,693.00**

**Feburay 2010 Warrant Listing****Check # 999786, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u><b>SYSCO FOOD SERVICES OF S.F.INC</b></u>	<u><b>FILE # 71261 (000565/2)</b></u>	
2009/10	FOOD & SUPPLIES		
	130-4700-5310-0000-3700-000-00- -		1,698.87
	130-4710-5310-0000-3700-000-00- -		217.40
2009/10	SUPPLIES		
	130-4710-5310-0000-3700-000-00- -		155.75-
		<b>Total Check Amount</b>	<b>\$1,760.52</b>

**Check # 999787, Dated 02/17/2010, Printed (RG000034), PO# P10-00403,Batchld AP02172010A**

<u>Vendor</u>	<u><b>TEACHER'S DISCOVERY (001971/1)</b></u>		
2009/10	CLASSROOM MATERIALS (AHS)		
	010-4300-0395-1133-1000-038-38- -	419.85	
		<b>Total Check Amount</b>	<b>\$386.23</b>

**Check # 999788, Dated 02/17/2010, Printed (RG000034), PO# P10-00576,Batchld AP02172010A**

<u>Vendor</u>	<u><b>THINK SOCIAL PUBLISHING (007212/1)</b></u>		
2009/10	SOCIAL BOOKS (SPED)		
	010-4300-6500-5001-3150-000-65- -	218.72	
		<b>Total Check Amount</b>	<b>\$217.76</b>

**Check # 999789, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u><b>TIME FOR KIDS (004325/2)</b></u>		
2009/10	TIME FOR KIDS SUBSCRIPTION (O.V.)		
	010-4300-9020-1110-1000-004-04- -	131.20	
		<b>Total Check Amount</b>	<b>\$131.20</b>

**Check # 999790, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u><b>TOSHIBA BUSINESS SOLUTIONS CA (004499/2)</b></u>		
2009/10	01/02-02/01 COPIES (AMS)		
	010-5610-1100-1110-2700-016-16- -	10.72	
		<b>Total Check Amount</b>	<b>\$10.72</b>

**Check # 999791, Dated 02/17/2010, Printed (RG000034), PO# P10-00005,Batchld AP02172010A**

<u>Vendor</u>	<u><b>TOSHIBA FINANCIAL SERVICES (004499/4)</b></u>		
2009/10	09/10 COPIER LEASE		
	010-5611-1100-1110-2700-001-00- -	873.05	
	010-5611-1100-1110-2700-003-00- -	873.04	
	010-5611-1100-1110-2700-004-00- -	873.04	
	010-5611-1100-1110-2700-038-00- -	1,746.04	
	010-5611-1100-1110-2700-016-00- -	873.04	
		<b>Total Check Amount</b>	<b>\$5,238.21</b>

**Check # 999792, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u><b>UC REGENTS/UNIVERSITY OF CA, BERKELEY (000070/1)</b></u>		
2009/10	09/10 SANITATION (ACC)		
	120-5800-0000-8500-8200-000-00- -	640.00	
		<b>Total Check Amount</b>	<b>\$640.00</b>

**Check # 999793, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<u>Vendor</u>	<u><b>JOANNE VALSECCHI (007350/1)</b></u>		
2009/10	AAS CLASS REFUND		
	110-8671-0000- - - - -	40.00	
		<b>Total Check Amount</b>	<b>\$40.00</b>



**Feburay 2010 Warrant Listing****Check # 999794, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A****P65**

<b>Vendor</b>	<b><u>WAXIE SANITARY SUPPLY (003910/2)</u></b>		
2009/10	SANITARY SUPPLIES		
	010-4300-1102-1110-8200-016-16- -	1,394.62	
2009/10	SANITARY SUPPLIES		
	010-4300-1102-1110-8200-016-16- -	200.10	
2009/10	SANITARY SUPPLIES		
	010-4300-1102-1110-8200-016-16- -	1,640.54	
2009/10	SANITARY SUPPLIES		
	010-4300-1102-1110-8200-004-04- -	2,051.04	
2009/10	SANITARY SUPPLIES		
	010-4300-1102-1110-8200-038-38- -	156.92	
2009/10	SANITARY SUPPLIES		
	010-4300-1102-1110-8200-038-38- -	209.23	
	<b>Total Check Amount</b>		<b>\$5,652.45</b>

**Check # 999795, Dated 02/17/2010, Printed (RG000034), PO# ,Batchld AP02172010A**

<b>Vendor</b>	<b><u>WILKINSON &amp; HADLEY, LLP (005263/1)</u></b>		
2009/10	2009 AUDIT OF PROP 39 BOND		
	210-5820-0000-0000-8500-020-00- -	2,000.00	
	<b>Total Check Amount</b>		<b>\$2,000.00</b>

**Check # 999796, Dated 02/17/2010, Printed (RG000034), PO# P10-00204, Batchld AP02172010A**

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

**Check # 999798, Dated 02/17/2010, Printed (RG000035), PO# ,Batchld AP02172010B**

<b>Vendor</b>	<b><u>ALAMEDA UNIFIED SCHOOL DIST. (001037/1)</u></b>		
2009/10	08/09 SPED LOCAL ENTITLEMENT (SELPA)		
	010-9500-3310- - - - -	387,885.00	
	<b>Total Check Amount</b>		<b>\$387,885.00</b>

**Check # 402, Dated 02/19/2010, Printed (RG000036), PO# P10-00091, Batchld AP02192010B**

<b>Vendor</b>	<b><u>A BETTER CHANCE SCHOOL (004750/1)</u></b>		
2009/10	09/10 SPECIALIZED ACADEMIC PROG RELATED SERVICES		
	010-5825-6500-5750-1180-000-65- -	4,195.50	
	<b>Total Check Amount</b>		<b>\$4,195.50</b>

**Check # 403, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B**

<b>Vendor</b>	<b><u>ALAMEDA UNIFIED SCHOOL DIST. (001037/1)</u></b>		
2009/10	1ST & 2ND QTR (SELPA)		
	010-7211-3315-5730-9200-069-00- -201	29,372.00	
2009/10	09/10 SPED PRESCHOOL LOCAL ENTITLEMENT (SELPA)		
	010-7211-3320-5730-9200-069-00- -201	50,086.00	
2009/10	1ST & 2ND QTR LOCAL ASSISTANCE (SELPA)		
	010-7211-3310-5001-9200-069-00- -201	779,646.00	
	<b>Total Check Amount</b>		<b>\$859,104.00</b>

**Feburay 2010 Warrant Listing****Check # 404, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B****Vendor** **ARROWHEAD MOUNTAIN SPRING (000095/2)**2009/10 01/07-02/06 WATER (MARIN)  
010-4300-9020-1110-2700-003-03- -

62.92

**Total Check Amount \$62.92****Check # 405, Dated 02/19/2010, Printed (RG000036), PO# P10-00007,Batchld AP02192010B****Vendor** **HASLER FINANCIAL SERVICES (000098/3)**2009/10 09/10 POSTAGE MACHINE LEASE (D.O.)  
010-5610-0000-0000-7200-000-00- -

185.45

**Total Check Amount \$185.45****Check # 406, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B****Vendor** **LEONE AVERY****C/O AHS (007230/1)**2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-0350-7110-1000-038-00- -

197.99

**Total Check Amount \$197.99****Check # 407, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B****Vendor** **KAREN BARRETT (007356/1)**2009/10 FINGERPRINT REIMB  
010-5838-0000-0000-7400-000-00- -

20.00

**Total Check Amount \$20.00****Check # 408, Dated 02/19/2010, Printed (RG000036), PO# P10-00141,Batchld AP02192010B****Vendor** **BEHAVIORAL INTERVENTION ASSOCIATION (006441/1)**2009/10 SPECIALIZED BEHAVIOR INTERVENTION SERVICES  
010-5825-6500-5750-1180-000-65- -

1,393.25

**Total Check Amount \$1,393.25****Check # 409, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B****Vendor** **BERKELEY FARMS (006683/1)**2009/10 DAIRY  
130-4700-5310-0000-3700-000-00- -

124.33

2009/10 DAIRY  
130-4700-5310-0000-3700-000-00- -

165.59

2009/10 DAIRY  
130-4700-5310-0000-3700-000-00- -

109.06

2009/10 DAIRY  
130-4700-5310-0000-3700-000-00- -

147.82

2009/10 149.53  
130-4700-5310-0000-3700-000-00- -

149.53

2009/10 DAIRY  
130-4700-5310-0000-3700-000-00- -

148.03

2009/10 DAIRY  
130-4700-5310-0000-3700-000-00- -

41.22

2009/10 DAIRY  
130-4700-5310-0000-3700-000-00- -

108.10

2009/10 DAIRY  
130-4700-5310-0000-3700-000-00- -

68.70

2009/10 DAIRY  
130-4700-5310-0000-3700-000-00- -

65.58

**Total Check Amount \$1,127.96**

**Feburay 2010 Warrant Listing****Check # 410, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B****P67**

<b>Vendor</b>	<b><u>BERKELEY UNIFIED SCHOOL DIST. (000600/2)</u></b>		
2009/10	1ST & 2ND QTR (SELPA)		
	010-7211-3315-5730-9200-069-00- -202	15,258.00	
2009/10	09/10 SPED PRESCHOOL LOCAL ENTITLEMENT (SELPA)		
	010-7211-3320-5730-9200-069-00- -202	26,018.00	
2009/10	1ST & 2ND QTR LOCAL ASSISTANCE (SELPA)		
	010-7211-3310-5001-9200-069-00- -202	772,136.00	
		<b>Total Check Amount</b>	<b>\$813,412.00</b>

**Check # 411, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

<b>Vendor</b>	<b><u>CARMEN BURKS (001027/1)</u></b>		
2009/10	REIMB FOR BTSA SYMPOSIUM		
	010-5200-0392-1110-1000-000-00- -	360.00	
		<b>Total Check Amount</b>	<b>\$360.00</b>

**Check # 412, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

<b>Vendor</b>	<b><u>MICKEY CABODI (003303/1)</u></b>		
2009/10	PREP FOR TRIPLE WIDE PORTABLE/O.V.		
	140-5670-0000-0000-8100-004-00- -	475.00	
		<b>Total Check Amount</b>	<b>\$475.00</b>

**Check # 413, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

<b>Vendor</b>	<b><u>CLARK ELECTRICAL CONTRACTORS (007293/1)</u></b>		
2009/10	ELECTRICAL WORK AT AAS		
	140-5670-0000-0000-8110-038-00- -	1,645.26	
		<b>Total Check Amount</b>	<b>\$1,645.26</b>

**Check # 414, Dated 02/19/2010, Printed (RG000036), PO# P10-00579,BatchId AP02192010B**

<b>Vendor</b>	<b><u>CDW GOVERNMENT INC (003267/2)</u></b>		
2009/10	ADOBE ACROBAT PRO		
	010-4300-0000-0000-7700-000-77- -	160.82	
		<b>Total Check Amount</b>	<b>\$160.82</b>

**Check # 415, Dated 02/19/2010, Printed (RG000036), PO# P10-00117,BatchId AP02192010B**

<b>Vendor</b>	<b><u>CENTER FOR EARLY INT. ON DEAFNESS (006336/1)</u></b>		
2009/10	09/10 SPECIALIZED INSTRUCTION		
	010-5825-6500-5750-3140-000-65- -	386.59	
	010-5825-6500-5750-3150-000-65- -	506.27	
	010-5825-6500-5750-1110-000-65- -	2,617.14	
		<b>Total Check Amount</b>	<b>\$3,510.00</b>

**Check # 416, Dated 02/19/2010, Printed (RG000036), PO# P10-00114,BatchId AP02192010B**

<b>Vendor</b>	<b><u>CHILDREN'S LEARNING CENTER (000103/1)</u></b>		
2009/10	09/10 EDUCATIONAL SERVICES		
	010-5825-6500-5750-1180-000-65- -	2,310.00	
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	
		<b>Total Check Amount</b>	<b>\$11,715.00</b>

**Feburay 2010 Warrant Listing****Check # 417, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** CITY OF BERKELEY ADVENTURE PLAYGROUND (006080/1)  
2009/10 06/04/10 TRIP TO ADVENTURE PLAYGROUND (MARIN)  
010-5810-9020-1110-1000-003-03- -

133.00

**Total Check Amount \$133.00****Check # 418, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** COCA-COLA BOTTLING COMPANY OF CALIFORNIA (002918/1)  
2009/10 DRINKS  
130-4700-5310-0000-3700-000-00- -

382.50

**Total Check Amount \$382.50****Check # 419, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** HSBC BUSINESS SOLUTIONS (006700/1)  
2009/10 FOOD & SUPPLIES  
130-4700-5310-0000-3700-000-00- -  
130-4710-5310-0000-3700-000-00- -  
2009/10 FOOD & SUPPLIES  
130-4700-5310-0000-3700-000-00- -  
130-4710-5310-0000-3700-000-00- -

142.75

34.88

52.36

55.91

**Total Check Amount \$285.90****Check # 420, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** DANIELSEN (000512/1)  
2009/10 FOOD & SUPPLIES  
130-4700-5310-0000-3700-000-00- -  
130-4710-5310-0000-3700-000-00- -

746.75

113.32

**Total Check Amount \$860.07****Check # 421, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** KAREN DE HART  
C/O ALBANY HIGH (003486/1)  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-0395-1139-1000-038-38- -  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-0395-1139-1000-038-38- -

82.28

11.00

**Total Check Amount \$93.28****Check # 422, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** EMERY UNIFIED SCHOOL DISTRICT (005835/1)  
2009/10 1ST & 2ND QTR (SELPA)  
010-7211-3315-5730-9200-069-00- -203  
2009/10 09/10 SPED PRESCHOOL LOCAL ENTITLEMENT (SELPA)  
010-7211-3320-5730-9200-069-00- -203  
2009/10 1ST & 2ND QTR LOCAL ASSISTANCE (SELPA)  
010-7211-3310-5001-9200-069-00- -203

1,144.00

1,951.00

63,092.00

**Total Check Amount \$66,187.00****Check # 423, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

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

244.70

**Total Check Amount \$244.70**

**Feburay 2010 Warrant Listing****Check # 424, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B****P 69**

**Vendor** **GEOSPHERE CONSULTANTS, INC. (007049/1)**  
2009/10 CONSULTATION/POOL PROJECT  
210-6261-1711-0000-8500-005-00- -

700.00

**Total Check Amount \$700.00****Check # 425, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B**

**Vendor** **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- -

25.00

2,694.07

48.95

15.86

**Total Check Amount \$2,783.88****Check # 426, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B**

**Vendor** **MARY ANN HAWKRIDGE**  
**OCEAN VIEW (006740/2)**  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-004-04- -

42.34

**Total Check Amount \$42.34****Check # 427, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B**

**Vendor** **CLELL HOFFMAN**  
**C/O CENTRAL KITCHEN (006654/1)**  
2009/10 01/04-02/12 MILEAGE REIMB  
130-5200-5310-0000-3700-000-00- -  
2009/10 10/26-12/18 MILEAGE REIMB  
130-5200-5310-0000-3700-000-00- -

220.76

101.70

**Total Check Amount \$322.46****Check # 428, Dated 02/19/2010, Printed (RG000036), PO# P10-00642,Batchld AP02192010B**

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

124.75

**Total Check Amount \$124.75****Check # 429, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B**

**Vendor** **TUYET HUYNH**  
**C/O CENTRAL KITCHEN (004516/1)**  
2009/10 01/04-02/05 MILEAGE REIMB  
130-5200-5310-0000-3700-000-00- -

17.51

**Total Check Amount \$17.51****Check # 430, Dated 02/19/2010, Printed (RG000036), PO# P10-00406,Batchld AP02192010B**

**Vendor** **INTELIUS (007255/1)**  
2009/10 PHONE # LOOK-UPS/300 SEARCHES GOOD FOR 12MOS (RESIDENCY)  
  
010-4300-0000-0000-7700-000-00- -

600.00

**Total Check Amount \$600.00**

**Feburay 2010 Warrant Listing****Check # 431, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** HELEN JIANG  
C/O CENTRAL KITCHEN (006365/1)  
2009/10 01/18-02/12 MILEAGE REIMB  
130-5200-5310-0000-3700-000-00- -

18.20

**Total Check Amount \$18.20****Check # 432, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** KATHRYN JORDAN (003981/1)  
REIMB FOR CMEA REGISTRATION  
2009/10 010-5200-4035-0000-2100-000-00- -

30.00

**Total Check Amount \$30.00****Check # 433, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** CHRISTOPHER KAJIWARA  
C/O DISTRICT (004023/1)  
2009/10 01/08-02/11 MILEAGE REIMB  
010-5200-0000-0000-7700-000-77- -

21.50

**Total Check Amount \$21.50****Check # 434, Dated 02/19/2010, Printed (RG000036), PO# P10-00377,BatchId AP02192010B**

**Vendor** BETSY KAYE (000879/1)  
09/10 VISION SERVICES  
2009/10 010-5825-6500-5750-1180-000-65- -

585.00

**Total Check Amount \$585.00****Check # 435, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** KEENAN & ASSOCIATES TRANSAMERICAN LIFE COMPANIES (002474/2)  
AIR QUALITY ASSESSMENT AT AAS  
2009/10 010-5825-0000-0000-7200-000-00- -

1,200.00

**Total Check Amount \$1,200.00****Check # 436, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** ADRIENNE KOHN  
C/O CORNELL ELEM (005299/1)  
2009/10 REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-001-01- -

29.82

**Total Check Amount \$29.82****Check # 437, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** AMY KOSSOW (007353/1)  
MEDIATION OF PUBLIC COMPLAINT  
2009/10 010-5825-0000-0000-7100-000-00- -

470.00

**Total Check Amount \$470.00****Check # 438, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

**Vendor** LANER ELECTRIC SUPPLY CO INC (000537/2)  
HARDWARE  
2009/10 130-4300-5310-0000-3700-000-00- -

15.63

**Total Check Amount \$15.63**

**Feburay 2010 Warrant Listing****Check # 439, Dated 02/19/2010, Printed (RG000036), PO# P10-00634, Batchld AP02192010B****P71**

<u>Vendor</u>	<u>DAN F. LEE (006235/1)</u>		
2009/10	FOOD SERVICES CONSULTANT		
	130-5825-5310-0000-3700-000-00- -	472.50	
		<b>Total Check Amount</b>	<b>\$472.50</b>

**Check # 440, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B**

<u>Vendor</u>	<u>LPA, INC. (006826/2)</u>		
2009/10	12/09 O.V. PORTABLES		
	140-5825-0000-0000-8100-004-00- -	202.50	
		<b>Total Check Amount</b>	<b>\$202.50</b>

**Check # 441, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B**

<u>Vendor</u>	<u>MAGGIORA BAKING CO (000577/1)</u>		
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	46.40	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	305.00	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	62.50	
2009/10	FOOD		
	130-4700-5310-0000-3700-000-00- -	74.75	
		<b>Total Check Amount</b>	<b>\$488.65</b>

**Check # 442, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B**

<u>Vendor</u>	<u>DIANE MARIE</u>		
	<u>C/O DISTRICT OFFICE (006364/1)</u>		
2009/10	REIMB FOR AIRFAIR TO CSUN CONF		
	010-5200-6500-5001-2100-000-65- -	139.40	
		<b>Total Check Amount</b>	<b>\$139.40</b>

**Check # 443, Dated 02/19/2010, Printed (RG000036), PO# P10-00305, Batchld AP02192010B**

<u>Vendor</u>	<u>MATHCOUNTS FOUNDATION</u>		
	<u>REGISTRATION (005997/1)</u>		
2009/10	MATH CLUB & COMPETITION (AMS)		
	010-4300-1100-1110-1000-016-16- -	80.00	
		<b>Total Check Amount</b>	<b>\$80.00</b>

**Check # 444, Dated 02/19/2010, Printed (RG000036), PO# P10-00643, Batchld AP02192010B**

<u>Vendor</u>	<u>MECA CONSULTING INC (004098/1)</u>		
	<u>REGISTRATION (005997/1)</u>		
2009/10	HAZARDOUS MATERIAL ABATEMENT MONITORING/POOL		
	210-5600-1711-0000-8500-005-00- -	19,574.00	
2009/10	HAZARDOUS MATERIAL ABATEMENT MONITORING/POOL		
	210-5600-1711-0000-8500-005-00- -	472.50	
		<b>Total Check Amount</b>	<b>\$20,046.50</b>

**Check # 445, Dated 02/19/2010, Printed (RG000036), PO# ,Batchld AP02192010B**

<u>Vendor</u>	<u>ODWALLA INC (005314/1)</u>		
2009/10	DRINKS		
	130-4700-5310-0000-3700-000-00- -	329.34	
		<b>Total Check Amount</b>	<b>\$329.34</b>

**Feburay 2010 Warrant Listing****Check # 446, Dated 02/19/2010, Printed (RG000036), PO# P10-00115, BatchId AP02192010B**

<b>Vendor</b>	<b><u>PARTNERSHIP FOR AUGMENTIVE COMMUNICATION &amp; TECHNOLOGY (006057/1)</u></b>		
2009/10	09/10 AUGMENTATIVE & ASSISTIVE TECH SERVICES		
	010-5825-6500-5750-1180-000-65- -	237.50	
		<b>Total Check Amount</b>	<b>\$237.50</b>

**Check # 447, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

<b>Vendor</b>	<b><u>PIEDMONT UNIFIED SCHOOL DIST (005594/1)</u></b>		
2009/10	1ST & 2ND QTR (SELPA)		
	010-7211-3315-5730-9200-069-00- -204	6,484.00	
2009/10	09/10 SPED PRESCHOOL LOCAL ENTITLEMENT (SELPA)		
	010-7211-3320-5730-9200-069-00- -204	11,058.00	
2009/10	1ST & 2ND QTR LOCAL ASSISTANCE (SELPA)		
	010-7211-3310-5001-9200-069-00- -204	247,864.00	
		<b>Total Check Amount</b>	<b>\$265,406.00</b>

**Check # 448, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

<b>Vendor</b>	<b><u>DEBORAH B PLACE</u></b>		
	<b><u>C/O ALBANY MIDDLE SCHOOL (004084/1)</u></b>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-6300-1110-1000-016-16- -	73.70	
		<b>Total Check Amount</b>	<b>\$73.70</b>

**Check # 449, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

<b>Vendor</b>	<b><u>PLANNED PARENTHOOD (003098/3)</u></b>		
2009/10	01/25/10 WORKSHOP FOR CAC (SELPA)		
	010-4300-6502-5050-2200-069-00- -	75.00	
		<b>Total Check Amount</b>	<b>\$75.00</b>

**Check # 450, Dated 02/19/2010, Printed (RG000036), PO# P10-00008, BatchId AP02192010B**

<b>Vendor</b>	<b><u>PRUDENTIAL OVERALL SUPPLY (005371/1)</u></b>		
2009/10	09/10 UNIFORM SERVICE		
	010-5800-0000-0000-8200-000-00- -	191.79	
		<b>Total Check Amount</b>	<b>\$191.79</b>

**Check # 451, Dated 02/19/2010, Printed (RG000036), PO# P10-00353, BatchId AP02192010B**

<b>Vendor</b>	<b><u>PARENTS (007237/1)</u></b>		
2009/10	REIMB FOR BAYHILL SCHOOL PER COMPROMISE & RELEASE		
	010-5827-6500-5001-7100-000-65- -	2,025.00	
		<b>Total Check Amount</b>	<b>\$2,025.00</b>

**Check # 452, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

<b>Vendor</b>	<b><u>KAREN FOX-REYNOLDS</u></b>		
	<b><u>C/O MARIN ELEM (003843/1)</u></b>		
2009/10	REIMB FOR CLASSROOM SUPPLIES		
	010-4300-9020-1110-1000-003-03- -	168.28	
		<b>Total Check Amount</b>	<b>\$168.28</b>

**Check # 453, Dated 02/19/2010, Printed (RG000036), PO# ,BatchId AP02192010B**

<b>Vendor</b>	<b><u>RICOH AMERICAS CORP.. (001524/4)</u></b>		
2009/10	TONER (ACC)		
	120-4300-0000-8500-8200-000-00- -	88.82	
2009/10	COPIER SUPPLIES (ACC)		
	120-4300-0000-8500-8200-000-00- -	422.22	
		<b>Total Check Amount</b>	<b>\$511.04</b>



**Feburay 2010 Warrant Listing****Check # 454, Dated 02/19/2010, Printed (RG000036), PO# P10-00577, BatchId AP02192010B****P73**

Vendor      SIMPLEXGRINNELL GRINNELL FIRE PROTECTION (000683/2)  
2009/10      REPLACE FIRE ALRM PULL STATION (AHS)  
010-5670-8150-1110-8110-038-00- -

589.10

**Total Check Amount      \$589.10****Check # 455, Dated 02/19/2010, Printed (RG000036), PO# P10-00116, BatchId AP02192010B**

Vendor      STARFISH THERAPIES (006664/1)  
2009/10      09/10 PHYSICAL THERAPY SERVICES  
010-5825-0000-1110-3140-000-00- -

787.50

**Total Check Amount      \$787.50****Check # 456, Dated 02/19/2010, Printed (RG000036), PO# , BatchId AP02192010B**

Vendor      SYSCO FOOD SERVICES OF S.F.INCFILE # 71261 (000565/2)  
2009/10      SUPPLIES  
010-4300-1100-3200-1000-033-33- -  
2009/10      FOOD  
010-4300-1100-3200-1000-033-33- -  
2009/10      FOOD & SUPPLIES  
130-4700-5310-0000-3700-000-00- -  
130-4710-5310-0000-3700-000-00- -

68.47

141.92

1,767.69

521.16

**Total Check Amount      \$2,499.24****Check # 457, Dated 02/19/2010, Printed (RG000036), PO# P10-00477, BatchId AP02192010B**

Vendor      DYANA H. VUKOVICH, M.A., NCSP (006827/1)  
2009/10      COMPREHENSIVE BILINGUAL PSYCHOEDUCATIONAL ASSESS  
010-5825-6500-5750-1180-000-65- -

950.00

**Total Check Amount      \$950.00****Check # 458, Dated 02/19/2010, Printed (RG000036), PO# , BatchId AP02192010B**

Vendor      CHRISTIANE ZMICH  
                 C/O CORNELL ELEMENTARY (003287/1)  
2009/10      REIMB FOR CLASSROOM SUPPLIES  
010-4300-9020-1110-1000-001-01- -

39.99

**Total Check Amount      \$39.99****Check # 5064, Dated 02/23/2010, Printed (RG000037), PO# P10-00504, BatchId AP02232010A**

Vendor      KEEP IT SIMPLE (002397/1)  
2009/10      DELL POWEREDGE/ARIES  
010-4400-0000-0000-7700-000-77- -

40.00

**Total Check Amount      \$40.00****Check # 5077, Dated 02/23/2010, Printed (RG000037), PO# P10-00276, BatchId AP02232010A**

Vendor      OFFICE DEPOT (000048/1)  
2009/10      SUPPLIES  
010-4300-1100-1110-1000-004-04- -  
2009/10      SUPPLIES  
120-4300-0000-8500-1000-000-00- -  
2009/10      MONITOR, DOCKING STATION & LABELER  
010-4300-0000-0000-7700-000-77- -  
2009/10      RECEIPT BOOKS  
010-4300-0000-0000-7200-000-00- -

20.11

46.33

141.24

17.19

**Total Check Amount      \$224.87**

**Feburay 2010 Warrant Listing****Check # 5078, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>FIA CARD SERVICES (005636/1)</u>		
2009/10	FOOD, SUPPLIES & CONF EXPENSES (HOFFMAN)		
	130-4700-5310-0000-3700-000-00- -	445.07	
	130-5200-5310-0000-3700-000-00- -	435.00	
	130-4300-5310-0000-3700-000-00- -	148.34	
		<b>Total Check Amount</b>	<b>\$1,028.41</b>

**Check # 5079, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>FIA CARD SERVICES (005636/1)</u>		
2009/10	SUPPLIES, CONF EXPENSES, TECH CONF, EXPENSES (HARDEN)		
	010-5200-0000-0000-7700-000-77- -	796.58	
	010-5200-0000-0000-7200-000-00- -	222.22	
	010-4300-0000-0000-7200-000-00- -	78.53	
		<b>Total Check Amount</b>	<b>\$1,097.33</b>

**Check # 5080, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>FIA CARD SERVICES (005636/1)</u>		
2009/10	SUPPLIES & CONF EXPENSES (STEPHENSON)		
	010-4300-0000-0000-7100-000-00- -	111.19	
	010-5200-0000-0000-7100-000-00- -	582.82	
		<b>Total Check Amount</b>	<b>\$694.01</b>

**Check # 5081, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>FIA CARD SERVICES (005636/1)</u>		
2009/10	MAINT SUPPLIES, MAINT SUPPLIES FOR DIST MOVE (MURPHY)		
	140-4300-0000-0000-8110-000-00- -	191.38	
	140-5670-0000-0000-8110-000-00- -	45.26	
	010-4300-8150-1110-8110-016-00- -	202.93	
		<b>Total Check Amount</b>	<b>\$439.57</b>

**Check # 5088, Dated 02/23/2010, Printed (RG000037), PO# P10-00168,BatchId AP02232010A**

<u>Vendor</u>	<u>WARDS NATURAL SCIENCE (005235/3)</u>		
2009/10	SCI SUPPLIES (AHS)		
	010-4300-1100-1138-1000-038-38- -	216.21	
		<b>Total Check Amount</b>	<b>\$216.21</b>

**Check # 5049, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (003578/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3752-0000-0000-7200-000-00- -	472.33	
		<b>Total Check Amount</b>	<b>\$472.33</b>

**Check # 5050, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (000494/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3752-0000-0000-7200-000-00- -	472.33	
		<b>Total Check Amount</b>	<b>\$472.33</b>

**Check # 5051, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (000316/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3751-0000-1110-1000-000-00- -	427.56	
		<b>Total Check Amount</b>	<b>\$427.56</b>

**Feburay 2010 Warrant Listing****Check # 5052, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A****P75****Vendor** **RETIREE (001336/1)**2009/10 03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

1,049.66

**Total Check Amount \$1,049.66****Check # 5053, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A****Vendor** **RETIREE (001562/1)**2009/10 03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

472.33

**Total Check Amount \$472.33****Check # 5054, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A****Vendor** **RETIREE (002003/1)**2009/10 03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

1,049.66

**Total Check Amount \$1,049.66****Check # 5055, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A****Vendor** **RETIREE (000088/1)**2009/10 03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

194.53

**Total Check Amount \$194.53****Check # 5056, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A****Vendor** **RETIREE (001121/1)**2009/10 03/10 CNL  
010-3751-0000-1110-1000-000-00- -

125.00

**Total Check Amount \$125.00****Check # 5057, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A****Vendor** **RETIREE (000827/1)**2009/10 03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

427.56

**Total Check Amount \$427.56****Check # 5058, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A****Vendor** **RETIREE (001453/1)**2009/10 03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

1,049.66

**Total Check Amount \$1,049.66****Check # 5059, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A****Vendor** **RETIREE (000012/1)**2009/10 03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

1,049.66

**Total Check Amount \$1,049.66****Check # 5060, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A****Vendor** **RETIREE (000085/1)**2009/10 03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

771.86

**Total Check Amount \$771.86**

**Feburay 2010 Warrant Listing****Check # 5061, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (002333/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3751-0000-1110-1000-000-00- -	960.12	
		<b>Total Check Amount</b>	<b>\$960.12</b>

**Check # 5062, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (004184/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3751-0000-1110-1000-000-00- -	912.48	
		<b>Total Check Amount</b>	<b>\$912.48</b>

**Check # 5063, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (000901/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3751-0000-1110-1000-000-00- -	472.33	
		<b>Total Check Amount</b>	<b>\$472.33</b>

**Check # 5065, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (001494/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3751-0000-1110-1000-000-00- -	960.12	
		<b>Total Check Amount</b>	<b>\$960.12</b>

**Check # 5066, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (002909/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3752-0000-0000-7200-000-00- -	305.60	
		<b>Total Check Amount</b>	<b>\$305.60</b>

**Check # 5067, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (001005/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3751-0000-1110-1000-000-00- -	771.86	
		<b>Total Check Amount</b>	<b>\$771.86</b>

**Check # 5068, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (001050/1)</u>		
	03/10 CALPERS REIMB		
	010-3751-0000-1110-1000-000-00- -	725.92	
		<b>Total Check Amount</b>	<b>\$725.92</b>

**Check # 5069, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (001583/3)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3751-0000-1110-1000-000-00- -	427.56	
		<b>Total Check Amount</b>	<b>\$427.56</b>

**Check # 5070, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

<u>Vendor</u>	<u>RETIREE (003433/1)</u>		
2009/10	03/10 CALPERS REIMB		
	010-3752-0000-0000-7200-000-00- -	427.56	
		<b>Total Check Amount</b>	<b>\$427.56</b>

**Feburay 2010 Warrant Listing****Check # 5071, Dated 02/23/2010, Printed (RG000037), PO# ,Batchld AP02232010A****P77****Vendor** **RETIREE (003172/1)**2009/10 03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

725.92

**Total Check Amount \$725.92****Check # 5072, Dated 02/23/2010, Printed (RG000037), PO# ,Batchld AP02232010A****Vendor** **RETIREE (001310/1)**2009/10 03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

960.12

**Total Check Amount \$960.12****Check # 5073, Dated 02/23/2010, Printed (RG000037), PO# ,Batchld AP02232010A****Vendor** **RETIREE (000082/1)**2009/10 03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

472.33

**Total Check Amount \$472.33****Check # 5074, Dated 02/23/2010, Printed (RG000037), PO# ,Batchld AP02232010A****Vendor** **RETIREE (000219/1)**2009/10 03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

960.12

**Total Check Amount \$960.12****Check # 5075, Dated 02/23/2010, Printed (RG000037), PO# ,Batchld AP02232010A****Vendor** **RETIREE (000083/1)**2009/10 03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

1,054.16

**Total Check Amount \$1,054.16****Check # 5076, Dated 02/23/2010, Printed (RG000037), PO# ,Batchld AP02232010A****Vendor** **RETIREE (000701/1)**2009/10 03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

1,049.66

**Total Check Amount \$1,049.66****Check # 5082, Dated 02/23/2010, Printed (RG000037), PO# ,Batchld AP02232010A****Vendor** **RETIREE (000055/1)**2009/10 03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

472.33

**Total Check Amount \$472.33****Check # 5083, Dated 02/23/2010, Printed (RG000037), PO# ,Batchld AP02232010A****Vendor** **RETIREE (001406/2)**2009/10 03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

427.56

**Total Check Amount \$427.56****Check # 5084, Dated 02/23/2010, Printed (RG000037), PO# ,Batchld AP02232010A****Vendor** **RETIREE (000820/1)**2009/10 03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

1,049.66

**Total Check Amount \$1,049.66**

**Feburay 2010 Warrant Listing****Check # 5085, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

**Vendor**      **RETIREE (001642/1)**  
2009/10      03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

427.56

**Total Check Amount      \$427.56****Check # 5086, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

**Vendor**      **RETIREE (004966/1)**  
2009/10      03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

1,049.66

**Total Check Amount      \$1,049.66****Check # 5087, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

**Vendor**      **RETIREE (001558/1)**  
2009/10      03/10 CALPERS REIMB  
010-3752-0000-0000-7200-000-00- -

1,054.16

**Total Check Amount      \$1,054.16****Check # 5089, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

**Vendor**      **RETIREE (005280/1)**  
2009/10      03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

1,049.66

**Total Check Amount      \$1,049.66****Check # 5090, Dated 02/23/2010, Printed (RG000037), PO# ,BatchId AP02232010A**

**Vendor**      **RETIREE (000761/1)**  
2009/10      03/10 CALPERS REIMB  
010-3751-0000-1110-1000-000-00- -

960.12

**Total Check Amount      \$960.12****Total Warrant Listing      \$3,458,720.10**

<u>FUND</u>	<u>EXPENSED</u>
010	\$3,346,612.06
110	\$6,334.86
120	\$12,117.51
130	\$36,532.76
140	\$20,039.84
210	\$35,847.28
250	\$1,235.79
	<b>\$3,458,720.10 Total</b>

**ESCAPE ONLINE**

**February 2010 Payroll Vendor Listing**

<b>Check</b>	<b>Check #</b>	<b>Vendor Id</b>	<b>Vendor Name</b>	<b>Check Amount</b>
02/19/10	000000075	005028(1 )	1st United Services Credit Un.EXCEPTION PAYROLL PROCESSING	\$1,843.90
02/19/10	000000076	000231(1 )	ACSA'S FOUNDATION FOR EDUCATIONAL ADMINISTRATION	\$344.40
02/19/10	000000077	000231(1 )	ACSA'S FOUNDATION FOR EDUCATIONAL ADMINISTRATION	\$290.50
02/19/10	000000078	005033(1 )	ALAMEDA COUNTY SCHOOLS INS DENTAL INS	\$6,588.46
02/19/10	000000079	005034(1 )	Alameda Cnty Schools InsuranceVision Insurance	\$1,415.52
02/19/10	000000080	000069(1 )	AIG RETIREMENT ADVISORS INC. SECTION 403B	\$2,350.00
02/19/10	000000081	005254(1 )	AIG RETIREMENT ADVISORS INC.	\$250.00
02/19/10	000000082	005070(1 )	ALBANY EDUCATION FOUNDATION	\$9.00
02/19/10	000000083	005094(1 )	American Family Life	\$12.94
02/19/10	000000084	005062(1 )	American Fidelity Assurance CoAnnuity Dept 403B	\$2,130.00
02/19/10	000000085	005097(1 )	AMERICAN FIDELITY ASSURANCE ATTN: TONYA GARRETT 6N	\$3,614.45
02/19/10	000000086	005157(1 )	AMERICAN FIDELITY ASSURANCE COATTN: AFES DISAB INS.	\$384.88
02/19/10	000000087	005157(1 )	AMERICAN FIDELITY ASSURANCE COATTN: AFES DISAB INS.	\$559.22
02/19/10	000000088	005353(1 )	AMERICAN FUNDS SERVICE	\$1,480.00
02/19/10	000000089	006846(1 )	American Fidelity Assurance Attn: Flex Administration 125	\$3,166.66
02/19/10	000000090	006846(1 )	American Fidelity Assurance Attn: Flex Administration 125	\$43.32
02/19/10	000000091	006846(1 )	American Fidelity Assurance Attn: Flex Administration 125	\$3,073.66
02/19/10	000000092	006846(1 )	American Fidelity Assurance Attn: Flex Administration 125	\$350.00
02/19/10	000000093	005077(1 )	American General Annuity	\$120.00
02/19/10	000000094	005050(1 )	IDS Financial Services INS	\$300.00
02/19/10	000000095	005148(1 )	ING Northern Annuity FBO-Albany Unified School Dist	\$4,875.54
02/19/10	000000096	999DIS(2 )	Albany Unified School District	\$1,095,707.60
02/19/10	000000097	999EDD(1 )	ALBANY UNIFIED SCHOOL DISTRICT	\$73,170.65
02/19/10	000000098	999IRS(1 )	ALBANY UNIFIED SCHOOL DISTRICT	\$209,886.48
02/19/10	000000099	999IRS(2 )	ALBANY UNIFIED SCHOOL DISTRICT	\$56,677.14
02/19/10	000000100	999IRS(3 )	ALBANY UNIFIED SCHOOL DISTRICT	\$62,284.46
02/19/10	000000101	005855(1 )	CALIF STATE TEACHER RET SYSTEM	\$4,759.02
02/19/10	000000102	006911(1 )	CALIFORNIA STATE DISBSMT UNIT (EMPLOYEE GARNISHMENT)	\$217.00
02/19/10	000000103	006037(1 )	CONSECO INSURANCE COMPANY	\$200.00
02/19/10	000000104	006037(1 )	CONSECO INSURANCE COMPANY	\$400.00
02/19/10	000000105	005029(1 )	CSEA Dues Calif. School Employ. Ass	\$3,336.93
02/19/10	000000106	005110(1 )	CSEA VICTORY CLUB	\$41.00
02/19/10	000000107	005025(1 )	CTA Dues/California Teachers Ass.	\$20,634.29
02/19/10	000000108	004682(2 )	CTA	\$10.00
02/19/10	000000109	005045(1 )	Equitable Life Assurance Co. Equi-Vest Unit Annuity Collect	\$1,005.00
02/19/10	000000110	005186(1 )	FIDELITY INVESTMENTS-TAX EXEMPTS SERVICES COMPANY	\$300.00
02/19/10	000000111	007352(1 )	FORTUNE SCHOOL OF EDUCATION	\$591.25
02/19/10	000000112	005781(1 )	FRANKLIN TEMPLETON BANK & TRUSRETIMENT PLAN	\$800.00
02/19/10	000000113	005049(1 )	GALIC DISBURSING COMPANY	\$7,205.00
02/19/10	000000114	005049(1 )	GALIC DISBURSING COMPANY	\$212.00
02/19/10	000000115	005049(1 )	GALIC DISBURSING COMPANY	\$5,158.60
02/19/10	000000116	005340(1 )	GALIC DISBURSING COMPANY	\$275.00
02/19/10	000000117	005372(1 )	GALIC DISBURSING COMPANY	\$600.00
02/19/10	000000118	005372(1 )	GALIC DISBURSING COMPANY	\$4,850.00
02/19/10	000000119	005210(1 )	HORACE MANN LIFE INS. CO	\$1,000.00
02/19/10	000000120	005078(1 )	Fresno Internal Revenue Serv. (Employee Garnishment)	\$100.00
02/19/10	000000121	005032(1 )	PRUDENTIAL/KEENAN	\$169.48
02/19/10	000000122	005032(1 )	PRUDENTIAL/KEENAN	\$410.30
02/19/10	000000123	005032(1 )	PRUDENTIAL/KEENAN	\$1,546.64
02/19/10	000000124	005052(1 )	Life Insurance Co of SouthWest	\$3,410.00
02/19/10	000000125	005044(1 )	METLIFE RESOURCES 403B CO GROUP NO. 0983150	\$12,500.00
02/19/10	000000126	007250(1 )	Midland National Life	\$100.00
02/19/10	000000127	005060(1 )	National Health Insurance Co.	\$550.00
02/19/10	000000128	003880(1 )	NORTHERN LIFE INSURANCE CO	\$400.00

**February 2010 Payroll Vendor Listing**

02/19/10	000000129	005057(1 )	OPPENHEIMER FUND	Attn: 403(b) (7) Dept	\$6,334.00
02/19/10	000000130	005061(1 )	Pacific Life Insurance Co	Purchase payment	\$300.00
02/19/10	000000131	005026(1 )	Calif. State Empl.Credit Union		\$400.00
02/19/10	000000132	005019(1 )	Provident central Credit Union	P. O. Box 8007	\$1,575.00
02/19/10	000000133	005019(1 )	Provident central Credit Union	P. O. Box 8007	\$636.00
02/19/10	000000134	005059(1 )	Putnam Investors Services		\$3,350.00
02/19/10	000000135	005055(1 )	Reliastar Life Ins. CO	ING Retirement Plans	\$3,560.00
02/19/10	000000136	006228(1 )	SCHOOL CARE		\$5.00
02/19/10	000000137	005043(1 )	The Security Benefit Group	Attn: Annuity Adminstraion	\$300.00
02/19/10	000000138	005017(1 )	PAT MORONES-SEIU Local 1021		\$1,658.98
02/19/10	000000139	006917(1 )	SEIU LOCAL 1021 COPE DEDUCTION		\$22.00
02/19/10	000000140	007063(1 )	SOCIAL SECURITY ADMINISTRATION		\$254.74
02/19/10	000000141	005024(1 )	STANDARD INSURANCE COMPANY	DISABILITY/LIFE INS. AD&D	\$12.00
02/19/10	000000142	005024(1 )	STANDARD INSURANCE COMPANY	DISABILITY/LIFE INS. AD&D	\$27.63
02/19/10	000000143	005024(1 )	STANDARD INSURANCE COMPANY	DISABILITY/LIFE INS. AD&D	\$2,362.64
02/19/10	000000144	005743(1 )	STANDARD INSURANCE COMPANY	DISABILITY/LIFE INS. AD&D	\$22.97
02/19/10	000000145	005690(1 )	STATE OF CALIFORNA (EMPLOYEE GARNISHMENT)		\$112.19
02/19/10	000000146	005690(1 )	STATE OF CALIFORNA (EMPLOYEE GARNISHMENT)		\$279.41
02/19/10	000000147	005690(1 )	STATE OF CALIFORNA (EMPLOYEE GARNISHMENT)		\$414.89
02/19/10	000000148	005690(1 )	STATE OF CALIFORNA (EMPLOYEE GARNISHMENT)		\$45.00
02/19/10	000000149	006036(1 )	TAX DEFERRED SERVICES 457PLAN		\$15,795.00
02/19/10	000000150	006036(1 )	TAX DEFERRED SERVICES 457PLAN		\$1,400.00
02/19/10	000000151	005027(1 )	Thomas E. Mestmaker Insurance & Associates, INC		\$11.25
02/19/10	000000152	005336(1 )	TIAA-CREF- AS AGENT FOR JPMC		\$1,800.00
02/19/10	000000153	005067(1 )	TRANSAMERICA		\$385.00
02/19/10	000000154	005071(1 )	Vanguard Fiduciary Trust Co	Attn: Individual 403(b)	\$6,846.31
02/19/10	000000155	005074(1 )	VAR ANN LF		\$5,200.00

**Vendor Checks Count- 81 / Total Vendor Check Amount \$1,654,820.30**

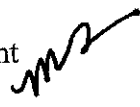
**ESCAPE ONLINE**



**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of March 16, 2010**

**ITEM:** **APPROVE INCREASE TO PURCHASE ORDER FOR  
HOWARD MCNENNY, AIA**

**PREPARED BY:** Marla Stephenson, Superintendent 

**TYPE OF ITEM:** **CONSENT**

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**BACKGROUND INFORMATION:**

Approve increase to Purchase Order #P10-00443 to provide space planning, site design, and interior design services for site relocations.

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**FINANCIAL INFORMATION:**

Cost not to exceed \$35,000.00

**RECOMMENDATION:** Approve increase to Purchase Order #P10-00443 at a cost not to exceed \$35,00.00

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of March 16, 2010**

**ITEM:** Approve Independent Contractor Agreement  
Katherine McCormick Baca

**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 Katherine McCormick Baca to provide Communication Access Realtime Translation (CART Services) on a substitute basis at the rate of \$80.00 per hour. This service provides speech-to-text translation for one (1) student. Cost not to exceed \$3,000.00.

**FINANCIAL INFORMATION:**

Funding Source: Special Education

**RECOMMENDATION:** Approve Independent Contractor Agreement at a cost not to exceed \$3,000.00.

## Albany Unified School District Independent Contractor Agreement

THIS AGREEMENT, made this 3rd day/date of March, 2010, between Katherine McCormick Baca, an independent contractor ("Contractor") having a principal

place of business at 110 Gardenside #502 San Francisco, CA 94131, 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 \$ 80 p/h (3hour minimum) 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 4 (✓) 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.

## VII. 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.

VIII. 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

03/03/2010

Date

\_\_\_\_\_  
Social Security or Federal I.D. #

## Description of Services

### Description of Services

Katherine Baca will provide Stenograph machine, CART software with minimum of 100,000-word dictionary, laptop computer with ability to provide unedited RTF file upon completion of job through email.

- CART Services provided at an hourly rate of \$80 p/h.
- Minimum 3 hour billing per day.
- No Charge for unedited transcript.
- Net 30 day billing cycle. 3% charge for late payments.
- 72-hour cancellation policy.

### Date(s) of Services to be performed:

03/2010 - 06/2010

as needed to sub

Cost not to exceed \$3,000.00

SAN LORENZO UNIFIED SCHOOL DISTRICT  
NON-TUITION INTER-DISTRICT ATTENDANCE AGREEMENT

**2010-2011**

THIS AGREEMENT, made and entered into on March 1, 2010 pursuant to Section 46600, 46607 and 46613 of the Education Code of the State of California, by and between the **SAN LORENZO UNIFIED SCHOOL DISTRICT** of Alameda County, State of California and the **ALBANY UNIFIED SCHOOL DISTRICT** of Alameda County, State of California.

The above mentioned parties hereby agree as follows:

Each district agrees to admit to its schools and classes, insofar as facilities permit, all categories of pupils who live in the other district and who have proper permits for attendance from the superintendent (or an authorized representative) of the district of residence, who are eligible to attend elementary schools, high schools, or adult schools maintained by the district of proposed attendance, and who are acceptable to the district of attendance, upon the following terms and conditions:

1. No district will enroll any classification of student prior to the approval and issuance of a permit by the district of residence.
2. This agreement is effective only for the school year ending **June 30, 2011** and neither party is bound to continue any of the covenants herein contained after the expiration of said agreement.
3. The district of attendance shall claim the average daily attendance for state apportionment and revenue limit purposes and no payment shall be made for services rendered under this agreement except as provided in paragraph 4 and 5 herein below.
4. For any district which would have a reduction of twenty-five percent or more in its federal grant pursuant to Public Law 81-874 if the average daily attendance of pupils residing within the district were credited to the district of attendance, then the average daily attendance resulting from an interdistrict attendance agreement shall be credited to the district of residence and the district of residence shall pay a tuition to the district of attendance no later than the next August 31, after the close of the fiscal year based on the conditions enumerated in section (b) of E.C. 46607.
5. For any consortium of school districts operating an adult education and a regional occupational program serving four or more school districts, the school districts may agree to claim the unit of average daily attendance on the basis of the district of residence and pay such interdistrict tuition to the district of attendance as agreed to by the participating districts.
6. This district of attendance upon request shall submit to the district of residence a statement in duplicate showing the names and addresses of all pupils covered by this agreement, the total days each pupil attended, and the accrued average daily attendance of such pupils which is credited to the district of attendance.
7. Application of this agreement is limited to grade levels mutually maintained by the contracting parties under conditions, policies and limitations established by both the district of attendance and district of residence.

8. The district of attendance shall furnish said pupils the same advantages, equipment, supplies and services as are furnished to other pupils in attendance in its schools.
9. The district of residence shall indicate on the inter-district permit whether the student receives special education services. The (receiving district) will determine if they can meet the student's special education needs with existing special education programs and support staff. If the (receiving district) has space and appropriate support services to implement the students IEP the student would not be denied placement based on their special education needs and the cost of the placement would be the responsibility of the (receiving district), unless costs are negotiated otherwise.

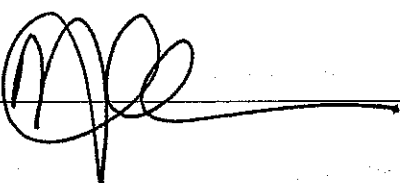
If the student is referred for special education evaluation while under an approved inter-district permit the (receiving district) will be responsible for the "child find" and assessment of the student. The subsequent IEP would include representatives from both districts. In the IEP the student's eligibility and the provision of services needed to provide the student with FAPE would be discussed. If the (receiving district) can meet the students needs in the existing special education programs the student will continue to attend (receiving district) for the duration of the inter-district permit. If not the inter-district permit would be immediately rescinded and the student would return to their district of residence for special education placement. Prior to rescinding the inter-district permit the (receiving district) shall notify the (sending district) that IEP services can not be provided in the (receiving district).

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be signed by the designee, clerk or secretary of their respective governing boards, in their behalf, the day and year first above written.

SAN LORENZO UNIFIED SCHOOL DISTRICT  
OF ALAMEDA COUNTY, STATE OF CALIFORNIA

By Dr. Annamaria L. L.  
Director of Student Services  
March 1, 2010

ALBANY UNIFIED SCHOOL DISTRICT OF  
ALAMEDA COUNTY, STATE OF CALIFORNIA

By 



**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of March 16, 2010**

**ITEM:** Approve Resolution 2009-10-13 adoption of California Public Employees' Deferred Compensation Plan for employees of Albany Unified School District

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

**TYPE OF ITEM:** *Action*

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**BACKGROUND INFORMATION:**

Albany Unified School District would like to adopt a deferred compensation plan for its employees. The plan through CalPERS may be added at no cost to the district. There is no minimum level of participation required to offer this plan.

The plan is optional for employees and participants contribute via a monthly employee authorized payroll deduction.

**FINANCIAL INFORMATION:**

No cost for district participation in the plan.

**RECOMMENDATION: Approve Resolution 2009-10-13 authorizing participation in the CalPERS Deferred Compensation Plan.**

## RESOLUTION OF THE GOVERNING BOARD OF ALBANY UNIFIED SCHOOL DISTRICT

In the matter of Approving Adoption of )  
California Public Employees' )  
Deferred Compensation Plan )  
)

RESOLUTION NUMBER 2009-10-13

**WHEREAS**, Albany Unified School District (Employer) desires to establish a deferred compensation plan for the benefit of its employees; and

**WHEREAS**, the Board of Administration (the “Board”) of the California Public Employees’ Retirement System (“CalPERS”) has established the California Public Employees Deferred Compensation Plan (the “CalPERS Plan”) which may be adopted by a governmental employer the employees of which are public employees; and

**WHEREAS**, Albany Unified School District believes that the CalPERS Plan and the investment options available thereunder will provide valuable benefits to its employees; and

**WHEREAS**, the Board has appointed ING to perform administrative services under the CalPERS Plan and to act as the Board's agent in all matters relating to the administration of the CalPERS Plan;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Albany Unified School District adopts the CalPERS Plan for the benefit of its employees and authorizes and directs the Superintendent or designee to execute the attached adoption agreement on behalf of the Albany Unified School District and to provide ING with such information and cooperation as may be needed on an ongoing basis in the administration of the CalPERS plan. A copy of this resolution, the agreement, and any attachments thereto shall be on file in the office of the Albany Unified School District.

Passed and adopted as a resolution of the Albany Unified School District at a meeting held on March 16, 2010.

THE FOREGOING RESOLUTION WAS ADOPTED upon the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, at a regular meeting of the Governing Board on the 16<sup>th</sup> day of March, 2010, by the following vote.

**Ayes:**

**Noes:**

**Abstentions:**

**Absent:**

Ron Rosenbaum, President  
BOARD OF TRUSTEES  
ALBANY UNIFIED SCHOOL DISTRICT

Marla Stephenson, Superintendent  
ALBANY UNIFIED SCHOOL DISTRICT

## SPECIFICATIONS DATA SHEET

**Employer Name:** \_\_\_\_\_ **Approx. Number of Employees:** \_\_\_\_\_

**Employer Tax Identification Number:** \_\_\_\_ - \_\_\_\_ **Fiscal Year End Date:** \_\_\_\_

**Employer Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Street**

\_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip**

**Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Administrative Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Choose One:**    ☐ Adding CalPERS as a Plan Provider        ☐ Converting assets to CalPERS 457 Plan

**Former Plan Provider:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Street**

\_\_\_\_\_

**City** **State** **Cip**

**Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

Frequency of Payroll Deductions: ☐ Weekly ☐ Bi-weekly ☐ Semi Monthly ☐ Monthly

Contribution data will be transmitted by: ☐ Electronic Transmission ☐ Contribution Remittance Form

Funding will be provided by: ☐ Wire Transmission

**State Street Bank ABA # 011000028**  
**BPS - PERS 457 DEFERRED COMPENSATION PLAN**  
**Account # 0282-055-3**

☐ Check Payable to **CalPERS 457 Program** and submitted by certified mail.

Employer Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

*The plan administrator will complete the information below:*

ING Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorized Agent

Employer Plan Number assigned by ING: 450 \_\_\_\_\_



# SUPPLEMENTAL INCOME PLANS

## EMPLOYER ADOPTION AGREEMENT

By executing this Agreement, the employer identified below (the "Employer") adopts the California Public Employees' Deferred Compensation Plan (the "Plan") for the benefit of its employees. The Employer further agrees and represents as follows:

1. The Employer is a political subdivision of the State of California eligible to adopt the Plan for the benefit of its employees.
2. The Employer has duly adopted a resolution (copy attached) or taken such other official action as required for its lawful adoption and implementation of this Plan and has authorized the undersigned to execute this agreement on behalf of the Employer.
3. The Employer has been furnished with and reviewed a copy of the Plan document which explains the rights and obligations of the Employer under the Plan, as well as the rights and options available to the Employer's employees under the Plan; the Employer agrees to follow the terms of the Plan document, which are incorporated herein by reference.
4. The Employer understands and agrees that all amounts deferred under the Plan are to be invested in the Public Employees' Deferred Compensation Fund (the "Fund"), an investment entity established to hold amounts deferred under the Plan, and that the Employer shall have no right to sell, redeem, or otherwise liquidate its investments in the Fund, except as provided under Article 9 of the Plan.
5. The Employer understands that, except for certain responsibilities delegated to the Employer under the Plan, the administration of the Plan and Fund is subject to the exclusive control of the Board of Administration of the Public Employees' Retirement System (the "Board"). The Employer further understands that the Board has appointed ING to perform administrative services under the Plan and to act as the Board's agent in all matters relating to administration of the Plan; the Employer agrees to deal directly with ING (or any successor agent duly appointed by the Board) on all matters relating to its participation in the Plan and to cooperate with ING in the dissemination of Plan information to the Employer's employees. For purposes of this Agreement, the term "administrative services" shall include, but not be limited to, establishing and maintaining accounts for Plan participants, providing regular accounting reports, and other general record keeping and administrative functions necessary for proper maintenance of the Plan.
6. The information set forth on the attached specifications data page is complete and accurate and may be relied upon by the Board and ING in the administration of the Plan on behalf of the Employer and its employees, unless and until the Employer has provided ING with a written modification of such specifications.
7. The Employer has been furnished with a copy of a manual that describes the procedures to be followed by the Employer in the administration of the Plan for its employees, and the Employer agrees to adhere to the procedures set forth in that manual, and in any revisions thereof, or procedural notices that are hereafter furnished to the Employer.
8. The Employer agrees to make the Plan available to its employees and otherwise to abide by this Agreement commencing on the effective date shown on the attached specifications page; this Agreement shall remain in full force and effect unless terminated by the Employer or the Board upon sixty (60) days notice.

(Name of Employer) \_\_\_\_\_

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

(Title) \_\_\_\_\_

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

Accepted by ING on behalf of the Board of Administration of the Public Employees' Retirement System

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

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

## CalPERS 457 Deferred Compensation Plan Document

The purpose of this Plan is to provide deferred compensation for California public employees that elect to participate in the Plan. This Plan is established pursuant to sections 21670 through 21685 of the Government Code of the State of California and is intended to constitute an "eligible deferred compensation plan" within the meaning of section 457 of the Federal Internal Revenue Code. This amended and restated Plan is effective January 1, 2002.

### Article 1 - Definitions

The following terms when used herein shall have the following meaning:

**1.1 Account:** The bookkeeping account maintained with respect to each Participant which reflects the value of the deferred compensation credited to the Participant, including the Participant's Deferrals, the earnings or loss of the Fund (net of Fund expenses) allocable to the Participant, any Transfers for the Participant's benefit, and any distributions made to the Participant or the Participant's Beneficiary.

If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 7.2 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

**1.2 Adoption Agreement:** The agreement under which an Employer becomes a participating Employer under this Plan.

**1.3 Beneficiary:** The person or persons designated by the Participant to receive distributions from the Participant's Account after the Participant's death.

**1.4 Board:** The Board of Administration of CalPERS.

**1.5 Code:** The Federal Internal Revenue Code of 1986, as amended from time to time.

**1.6 Deferral:** An amount credited to a Participant's Account by reason of the Participant's agreement to defer a portion of his or her salary or wages.

**1.7 Deferral Agreement:** The agreement between an Employer and an Employee, including any amendments thereto, which specifies the amount of Deferrals to be made by the Employee. Each

**1.16 Participant:** Any Employee or former Employee for whom a Deferral has been credited under the Plan and for whom an Account is maintained.

**1.17 CalPERS:** The Public Employees' Retirement System of the State of California.

**1.18 Plan:** The California Public Employees' Deferred Compensation Plan established pursuant to sections 21670 through 21685 of the Government Code, the terms of which are set forth in this Plan document. To the extent required under section 457 of the Code, each Employer's participation in this Plan shall be treated as a separate plan, and each Employer's separate plan shall be deemed to include any other Eligible Deferred Compensation Plan maintained by that Employer.

**1.19 Required Beginning Date:** April 1st of the Year following the Year of a Participant's attainment of age 70½ or Severance from Employment, whichever is later.

**1.20 Severance from Employment:** The date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Employer (and taking into account guidance issued under the Code). An Employee's rights upon Severance from Employment with an Employer shall be unaffected by whether the Employee thereafter becomes an Employee of another Employer that has adopted this Plan.

**1.21 Transfer:** An amount credited to a Participant's Account by reason of a transfer from another Eligible Deferred Compensation Plan.

**1.22 Trustee:** The Board of Administration of CalPERS

**1.23 Unforeseeable Emergency:** A severe financial hardship of the Participant resulting from: an illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in Section 152(a) of the Code); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in Section 152(a) of the Code); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an Unforeseeable Emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an Unforeseeable Emergency. A need to send a child to college or to purchase a new home shall not constitute an Unforeseeable Emergency.

**1.24 Year:** A calendar year.

**3.5 Investment Options:** Upon enrollment, the Participant shall designate the Investment Option or Investment Options to which his or her Deferrals are to be allocated. A Participant may thereafter re-allocate his or her Account balance among the available Investment Options. The minimum amounts or percentages that may be allocated among Investment Options, and the timing and frequency of re-allocations, shall be subject to such limitations and procedures as the Board may from time to time establish.

**3.6 Beneficiary Designation:** Upon enrollment, the Participant shall designate a Beneficiary to receive distributions from the Participant's Account in the event of the Participant's death. A Participant may change his or her designated Beneficiary at any time, provided that an amended Beneficiary designation shall be given effect only if it is signed by the Participant and delivered to a Plan representative (or post-marked for delivery) prior to the Participant's death. A Participant may designate any person or persons as Beneficiaries. Unless otherwise provided in the Beneficiary designation form, each designated Beneficiary shall be entitled to equal shares of the benefits payable after the Participant's death. If the Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. Notwithstanding the foregoing, a Participant's Beneficiary designation shall not be given effect and shall be overridden to the extent that such a designation would impair the rights of any surviving spouse under applicable law.

**3.7 Additional Deferrals:** An Employer may make additional Fund investments with respect to any Employee, resulting in additional credits to the Account of such Employee. Any such additional credits shall be treated as Deferrals for all purposes of the Plan. The Employer shall notify the Board of any such additional Deferrals, and each Employee for whom such Deferrals are to be made must complete a Deferral Agreement, regardless of whether elective Deferrals are to be made by such Employee.

#### **Article 4 - Deferral Limitations**

**4.1 General Limitation:** Except as provided in Section 4.2 or 4.3, a Participant's Deferrals for a Year shall not exceed the lesser of:

- (a) the Applicable Dollar Amount, or
- (b) the Participant's Includible Compensation for the Year.

The Applicable Dollar Amount is the amount established under section 457(e)(15) of the Code applicable as set forth below:

(2) An amount equal to (A) the aggregate limit referred to in Section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to Sections 4.2 and 4.3), minus (B) the aggregate contributions to Pre-2002 Coordination Plans for such years.

**4.4 Special Rules:** For purposes of this Section 4, the following rules shall apply:

(a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 4. For this purpose, the Employer shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Employer receives from the Participant sufficient information concerning his or her participation in such other plan.

(b) Pre-Participation Years. In applying Section 4.3, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) salary and wages, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 4.1 or any other plan ceiling required by Section 457(b) of the Code.

(c) Pre-2002 Coordination Years. For purposes of Section 4.3(b)(2)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Section 501(c)(18) of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 4.3(b)(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Section 457(b)(2) of the Code for that year.

(d) Disregard Excess Deferral. For purposes of Sections 4.1, 4.2 and 4.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent Excess Deferrals under the plan are distributed, as described in Section 4.6. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an Excess Deferral for those prior years.



## **Article 5 - Participant Accounts**

**5.1 Crediting of Accounts:** All Deferrals and Transfers with respect to a Participant shall be credited to the Participant's Account as of the date such amounts are invested in the Fund in accordance with the procedures established by the Board. The Employer shall remit to CalPERS all Deferrals and Transfers directed by Participants to be invested in the Fund as soon as practicable after such amounts are withheld from the Participant's salary or wages or are available from the transferor plan, as applicable.

**5.2 Account Balances:** The value, or balance, of each Participant's Account shall equal the aggregate value of the Fund investments held with respect to the Participant, based on the Investment Options selected by the Participant, and the method of valuation established by the Board. Each Participant shall periodically receive a statement which shows his or her Account balance and summarizes any credits or other transactions since the preceding statement. In the event that an individual has participated in this Plan by reason of employment with two or more Employers, separate Accounts shall be maintained for such individual with respect to each employment relationship.

## **Article 6 - Distributions**

**6.1 Commencement of Distributions upon Severance from Employment:** Upon a Participant's Severance from Employment with an Employer, the Participant may elect to receive distributions under one of the optional distribution forms described in Section 6.2, or the Participant may elect a deferred commencement date under Section 6.3. If no election is made by the date the Participant attains age 65 (or, if later, 30 days after the Participant's Severance from Employment), distributions shall commence as soon as practicable thereafter in the form of substantially equal annual installments over 10 years.

**6.2 Optional Distribution Forms:** Prior to the commencement date under Section 6.1 or Section 6.3, as applicable, the Participant may elect to have his or her Account distributed in one of the following forms:

- (a) a single lump sum payment;
- (b) installment payments for a period of years (payable on an annual, semi-annual, quarterly, or monthly basis) which extends no longer than the life expectancy of the Participant or such longer period as permitted under Section 6.8(b);
- (c) partial lump sum payment of a designated amount;

## 6.6 Unforeseeable Emergency Distributions:

In the event of an Unforeseeable Emergency prior to or after the commencement of distributions, a Participant (or Beneficiary after the death of the Participant) may apply to receive that part of the value of the Participant's Account that is reasonably needed to satisfy the emergency need, including any income tax resulting from the distribution. Payment will not be made to the extent that the financial hardship may be satisfied through cessation of Deferrals, insurance or other reimbursement, or a liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.

**6.7 Death Benefits:** Upon the Participant's death, the Participant's remaining Account balance shall be payable to the Beneficiary commencing on the sixty-first (61st) day after the date of the Participant's death, unless, within sixty (60) days of the Participant's death, the Beneficiary elects a deferred commencement date that is consistent with the limitations set forth below. Prior to the Beneficiary's commencement date, the Beneficiary may elect to receive the Participant's remaining Account balance under any optional distribution form described in Section 6.2, provided that the elected distribution form satisfies the limitations set forth below. If a Beneficiary fails to make a timely election of an optional distribution form, death benefits shall be paid in the form of substantially equal annual installments over 10 years (or over such shorter period as may be required under the limitations set forth below).

(a) If the Participant dies prior to the Participant's Required Beginning Date and the Beneficiary is the Participant's surviving spouse, the commencement date shall be no later than the last day of the Year in which the Participant would have attained age 70½ (or, if later, the Year immediately following the Year of the Participant's death) and shall be paid over a period that does not exceed the Beneficiary's life expectancy using the single life table in Section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the spouse's age on the spouse's birthday for that year.

(b) If the Participant dies prior to the Participant's Required Beginning Date and the Beneficiary is not the Participant's surviving spouse, the entire Account balance shall be distributed no later than (i) the last day of the Year which includes the fifth (5th) anniversary of the Participant's death, or (ii) if distributions to the Beneficiary commence by the last day of the Year immediately following the Year of the Participant's death, the entire Account balance shall be distributed over the Beneficiary's life expectancy determined in the year following the year of the Participant's death using the single life table in Section 1.401(a)(9)-9, A-1, of the Income Tax Regulations for the Beneficiary's age on the Beneficiary's birthday for that year, reduced by one for each year that has elapsed after that year.

(c) If the Participant dies after the Participant's Required Beginning Date or after the commencement of distributions in the form of an annuity, the Beneficiary may not elect to defer the commencement of death benefits, and the Participant's remaining Account shall be distributed at least as rapidly as under the method selected by the Participant.

elect, at the time and in the manner prescribed by the Board, to have all or any portion of the distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover.

(c) Definitions. For purposes of this Section 6.9, an eligible rollover distribution means any distribution of all or any portion of a Participant's Account balance, except that an eligible rollover distribution does not include (a) any installment payment under Section 6.2 for a period of 10 years or more (b) any distribution made under Section 6.6 as a result of an unforeseeable emergency, or (c) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Section 401(a)(9). In addition, an eligible retirement plan means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity plan described in Section 403(a) or 403(b) of the Code, or an eligible governmental plan described in Section 457(b) of the Code, that accepts the eligible rollover distribution.

**6.10 Annuities:** In the event that a Participant or Beneficiary elects to receive distributions in the form of a life annuity or another annuity form that cannot be distributed from the Fund, the portion of the Participant's Account balance allocable to that form of distribution shall be distributed from the Fund and used to purchase a commercial annuity contract under which that form of annuity is provided. The amount of the annuity payments to the Participant or Beneficiary shall equal the amounts payable under such annuity contract.

## **Article 7 - Transfers**

**7.1 Acceptance of Transfers:** A Transfer will be accepted and credited to a Participant's Account under the Plan if such Transfer is made from another Eligible Deferred Compensation Plan maintained by the Employer or another employer and is made in cash or other property that the Board accepts for investment in the Fund. Any Transfer so credited to a Participant's Account shall be invested in the Fund, and the portion of the Participant's Account balance attributable to such Transfer shall be distributed in accordance with the terms of the Plan.

## **7.2 Eligible Rollover Contributions to the Plan:**

(a) A Participant who is an Employee and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Board may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code.

**7.5 Permissive Service Credit Transfers:** If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account balance transferred to such defined benefit governmental plan as may be permitted by such defined benefit governmental plan. A transfer under this Section 7.5 may be made before the Participant has had a Severance from Employment; provided, however, that such a transfer may be made only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.

## **Article 8 – Loans**

**8.1 Loans:** A Participant who is an Employee may apply for and receive a loan from his or her Account Balance as provided in this Section 8. Any such loan may not be for an amount less than \$1,000.

**8.2 Maximum Loan Amount:** No loan to a Participant hereunder may exceed the lesser of:

(a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Plan (not taking into account any payments made during such one-year period), or

(b) one half of the value of the Participant's vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Plan).

For purposes of this Section 8.2, any loan from any other plan maintained by a participating employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan under this Section 8.2 to exceed the amount that would otherwise be permitted in the absence of this paragraph.

**8.3 Terms of Loan:** The terms of the loan shall:

(a) require level amortization with payments not less frequently than quarterly throughout the repayment period, except that alternative arrangements for repayment may apply in the event that the borrower is on an bona fide unpaid leave of absence for a period not to exceed one year for

loan funds are disbursed; provided however, that a Participant may prepay the entire outstanding balance of his loan at any time (but may not make a partial prepayment); and provided, further, that if any payroll deductions cannot be made in full because a Participant is on an unpaid leave of absence or is no longer employed by a participating employer (that has consented to make payroll deductions for this purpose) or the Participant's paycheck is insufficient for any other reason, the Participant shall pay directly to the Plan the full amount that would have been deducted from the Participant's paycheck, with such payment to be made by the last business day of the calendar month in which the amount would have been deducted.

## **Article 9 - Participant Rights**

**9.1 Participants' Interest in the Fund:** The Fund shall constitute a trust held for the exclusive benefit of Participants and Beneficiaries under the Plan. The Board is the Trustee of the Fund. No part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries, and no Employer or creditor of an Employer shall have any interest in or claim against any part of the assets of the Fund.

**9.2 Benefits Based on Account Balances:** The benefits payable to each Participant (and his or her Beneficiary) shall be measured by and limited to the amounts properly credited to the Participant's Account. A Participant shall have no claim under the Plan for any loss or diminution of his or her Account balance that is attributable to any loss in the value of the investment portfolios of the Fund that correspond with the Investment Options selected by the Participant.

**9.3 Nonassignability:** Except as provided in Section 9.4, the rights of a Participant or Beneficiary under this Plan may not be sold, assigned, pledged, committed, transferred, or otherwise conveyed, and any attempt to assign or transfer rights or benefits under this Plan shall not be recognized. Except as otherwise required by law, the rights of a Participant or Beneficiary under this Plan shall not be subject to attachment, garnishment, or execution, or to transfer by operation of law in the event of bankruptcy or insolvency of the Participant or Beneficiary or otherwise.

**9.4 Transfers under Domestic Relations Orders:** To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) made pursuant to a state domestic relations law, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, or child of the Participant. Where necessary to carry out the terms of such an order, a separate account shall be established with respect to the spouse, former spouse, or child who shall be entitled to choose Investment Options in the same manner as the Participant. Any amount so set aside for a spouse, former spouse, or child shall be paid out in a lump sum at the earliest date that benefits may be paid to the Participant, unless the judgment, decree, or order directs a different form of payment. Nothing in this Section 9.4 shall

and fees incurred in the administration of the Fund shall be treated as Plan expenses under Section 11.4.

**10.3 Investment Options:** The Board shall establish such Investment Options as it deems necessary to provide Participants with a diversified range of alternatives, including but not limited to Investment Options of the type described in section 21673 of the Government Code. Each Investment Option shall be based upon the investment performance of one or a combination of separate investment portfolios maintained under the Fund. The Board shall specify the investment objectives and characteristics of each Investment Option and the corresponding investment portfolio or portfolios and shall provide Employers and eligible Employees with a written description of each available Investment Option. The Board, in its sole discretion, may add, eliminate, or consolidate Investment Options and corresponding investment portfolios from time to time. In the event that an Investment Option is eliminated, the Board shall provide prior notice of such elimination, and if the Participants whose Accounts were wholly or partially allocated to that Investment Option do not make a re-allocation, the Board shall re-allocate such amounts to the available Investment Option or Investment Options that the Board in its sole discretion deems most comparable to the eliminated Investment Option.

**10.4 Fund Investments:** Subject to the limitations of applicable law and such further limitations as the Board may establish, each investment portfolio of the Fund may hold any form of investment that is consistent with its investment objectives. Without limiting the generality of the foregoing, the investment portfolios may hold equity or debt securities (other than securities issued by any Employer), fixed or variable annuity contracts (including deposit administration contracts) issued by life insurance companies, certificates of deposit or fixed rate investment contracts issued by a bank or similar institution, and such short-term instruments or deposits as the Board deems necessary to satisfy the liquidity needs of the Fund. In addition, each investment portfolio may hold shares, units, or participating interests in regulated investment companies, common or collective trust funds maintained by banks or similar institutions, investment partnerships, or other pooled investment funds or trusts that may issue participating interests to Eligible Deferred Compensation Plans.

**10.5 Valuation and Accounting:** Each investment portfolio of the Fund shall be valued at least monthly, and the value of each Participant's Account shall be determined by reference to the portion of the Participant's Account allocable to each investment portfolio. The valuation of each investment portfolio shall reflect income received and accrued, realized and unrealized gains and losses, and allocable Fund expenses. The value of each Participant's interest in an investment portfolio may be measured in units, shares, or dollars. In addition, the Board shall maintain records showing the value of the Fund investments allocable to all Participants (and deceased Participants) whose entitlement to benefits under the Plan is attributable to employment with each participating Employer.

**11.3 Duties of Employer:** In accordance with procedures established by the Board, the Employer shall be responsible:

- (a) to assure that participation in the Plan is limited to Employees of the Employer and to make the Plan available to all eligible Employees;
- (b) to assure that Deferrals are properly deducted from the salaries and wages of participating Employees and remitted on a timely basis to the Fund and to report the amount of such Deferrals on Employee's wage statements in the manner required under applicable law;
- (c) to assure that Deferrals, taking account of amounts deferred under any other Eligible Deferred Compensation Plan maintained by the Employer, do not exceed the limitations described in Article 4;
- (d) to approve distribution elections and applications, including applications for withdrawals on account of Unforeseeable Emergencies, in accordance with the requirements of Article 6;
- (e) to provide the Board with such information and in such form as the Board deems necessary for the proper administration of the Plan; and
- (f) to carry out such other responsibilities as the Employer and the Board may agree.

**11.4 Plan Expenses:** The expenses of administering the Plan and Fund, including (i) expenses incurred by the Board in the administration of the Plan and Fund, (ii) fees and expenses approved by the Board for investment advisory, custodial, recordkeeping, and other plan administration and communication services, and (iii) any other expenses or charges allocable to the Plan or the Fund that have been approved by the Board shall be charged to the Fund or, as appropriate, to a particular Investment Option or Investment Options under the Fund and shall be reflected in Participants' Account balances as provided in Section 5.2. Brokerage fees, transfer taxes, and any other costs incident to the purchase or sale by the Fund of securities or other investments shall be deemed to be part of the cost of such securities or investments or deducted in computing the sales proceeds therefrom and shall be accounted for accordingly. Notwithstanding the foregoing, the Board reserves the right, as provided in section 21675 of the Government Code, to enter into arrangements with Employers under which specified administration costs are borne by such Employers or charged against additional Deferrals under Section 3.7 at the time invested in the Fund.

**11.5 Communications from Participants:** All enrollments, elections, designations, applications and other communications by or from an Employee, Participant, Beneficiary, or legal representative of any such person regarding that person's rights under the Plan shall be made in the form and manner established by the Board and shall be deemed to have been made and delivered only upon actual receipt by the person designated by the Board to receive such

**12.3 Binding Contract:** The terms of this Plan, as duly amended from time to time, shall constitute a contract between each Participant and the Employer and shall be binding, as applicable, upon their heirs, administrators, trustees, successors, assigns, and Beneficiaries.

**12.4 Supplementary Information and Procedures:** Any explanatory brochures, pamphlets, or notices distributed by the Board to Employees, Participants, Beneficiaries, or Employers shall be distributed for information purposes and shall not override any provision of this Plan or give any person any claim or right not provided for under this Plan. Notwithstanding the foregoing, to the extent that the terms of this Plan document authorize the Board to adopt supplementary guidelines or procedures, any publication announcing such guidelines or procedures may be relied upon by the persons to whom it is distributed, unless and until modified by a subsequent publication. Any procedural requirement described in any such publication shall be binding upon the Employee, Participant, Beneficiary, or Employer, as applicable, to the same extent as if such requirement were set forth in this Plan document.

**12.5 Incompetence of Payee:** If an Employer or the Board shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, any payment due him or her, or his or her estate, may be paid to his or her spouse, a child, a relative, or any other person having maintaining or having custody of such person, unless a prior claim therefor has been made by a duly appointed legal representative. Any such payment shall be a complete discharge of all liability under the Plan thereof.

**12.6 Applicable Law:** This Plan shall be construed under the laws of the State of California and in conformity with the requirements of section 457 of the Code and all regulations thereunder applicable to Eligible Deferred Compensation Plans.



**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP****Regular Meeting of March 16, 2010**

**ITEM:** CONDUCT THE 1<sup>ST</sup> READING, WAIVE 2<sup>ND</sup> READING  
AND APPROVE REVISION OF BOARD POLICY 3300 –  
EXPENDITURES AND PURCHASES

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

**TYPE OF ITEM:** ACTION

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**BACKGROUND INFORMATION:**

The section of Board Policy 3300 titled Reimbursement of Personal Funds should be deleted. Staff has prepared an accompanying Administrative Regulation to address personal reimbursements, which will be discussed during the Review and Discussion section of the Board Agenda.

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**FINANCIAL INFORMATION:**

No fiscal impact.

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<b>RECOMMENDATION:</b> Conduct the 1 <sup>st</sup> reading, waive 2 <sup>nd</sup> reading and approve revision of Board Policy 3300 – Expenditures and Purchases
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**Business and Noninstructional Operations**

BP 3300(a)

**EXPENDITURES AND PURCHASES**

The Board of Education recognizes its fiduciary responsibility to oversee the prudent expenditure of district funds. In order to best serve district interests, the Superintendent or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the district receives maximum value for items purchased. He/she shall ensure that records of expenditures and purchases are maintained in accordance with law.

*(cf. 3000 - Concepts and Roles)*

*(cf. 3100 - Budget)*

*(cf. 3350 - Travel Expenses)*

*(cf. 3400 - Management of District Assets/Accounts)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 9270 - Conflict of Interest)*

**Expending Authority**

The Superintendent or designee may purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111, beyond which a competitive bidding process is required. The Board shall not recognize obligations incurred contrary to Board policy and administrative regulations.

*(cf. 3311 - Bids)*

*(cf. 3312 - Contracts)*

The Board shall review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)

The Superintendent or designee may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the Board.

*(cf. 3110 - Transfer of Funds)*

District funds shall not be expended for the purchase of alcoholic beverages. (Education Code 32435)

**Purchasing Procedures**

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in district schools and buildings.

BP 3300(b)

**EXPENDITURES AND PURCHASES (continued)***(cf. 3314.2 - Revolving Funds)**(cf. 3440 - Inventories)**(cf. 3511.1 - Integrated Waste Management)*

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. In order to eliminate the processing of numerous small purchase orders, the Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor. He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order.

----- **MOVED TO ADMINISTRATIVE REGULATION** -----

**Reimbursement of Personal Funds**

~~Payment after Purchase: Small purchases with an aggregate cost of under \$200.00 may be authorized for purchase by the principal or responsible budget administrator. Such purchases will be made from the employee's own funds. The responsible administrator will prepare an employee reimbursement form stating: (1) name of person to whom check will be issued, (2) description of items purchased, (3) amount of purchase, tax and total, and (4) budget code.~~

~~The administrator will sign the reimbursement form and attach the sales slip, or receipt, send to the accounting department where a vendor warrant will be issued.~~

----- **MOVED TO ADMINISTRATIVE REGULATION** -----

*Legal Reference:*EDUCATION CODE

17604 Delegation of powers to agents; approval or ratification of contracts by governing board

17605 Delegation of authority to purchase supplies and equipment

32370-32376 Recycling paper

32435 Prohibited use of public funds, alcoholic beverages

35010 Control of district; prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35250 Duty to keep certain records and reports

38083 Purchase of perishable foodstuffs and seasonal commodities

41010 Accounting system

41014 Requirement of budgetary accounting

GOVERNMENT CODE

4330-4334 California made materials

PUBLIC CONTRACT CODE

3410 U.S. produce and processed foods

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

**EXPENDITURES AND PURCHASES (continued)***Management Resources:*CSBA PUBLICATIONSMaximizing School Board Governance: Fiscal Accountability, 2006WEB SITESCSBA, Financial Services: <http://www.csba.org/fs>California Association of School Business Officials: <http://www.casbo.org>California Department of Education: <http://www.cde.ca.gov>

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP****Regular Meeting of March 16, 2010****ITEM: CONDUCT 2<sup>ND</sup> READING AND APPROVE BOARD  
POLICY SECTION 1330 - FACILITIES****PREPARED BY:** Marla Stephenson, Superintendent**TYPE OF ITEM:** Action

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**BACKGROUND INFORMATION:**

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

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**FINANCIAL INFORMATION:**

No fiscal impact

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<b>RECOMMENDATION:</b> Conduct 2 <sup>nd</sup> reading and approve Board Policy section 1330 - Facilities
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**Community Relations**

BP 1330(a)

**USE OF SCHOOL FACILITIES**

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

(cf. 6145.5 – Student Organizations and Equal Access)

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

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

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

*Legal Reference: (see next page)*

BP 1330(b)

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

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

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

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

1800 Definitions

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONSGood News Club v. Milford Central School, (2001) 533 U.S. 98Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384Cole v. Richardson, (1972) 405 U.S. 676Connell v. Higgenbotham, (1971) 403 U.S. 207ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167Ellis v. Board of Education, (1945) 27 Cal.2d 322ATTORNEY GENERAL OPINIONS82 Ops.Cal.Atty.Gen. 90 (1999)79 Ops.Cal.Atty.Gen. 248 (1996)*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

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

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

**Community Relations**

AR 1330(a)

**USE OF SCHOOL FACILITIES**

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

**Priorities**

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

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

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

1. Applications can be obtained from the Business Office or directly from the school site.
2. Applications for use of schools shall be reviewed by the Superintendent or designee who can approve such use if the requestor represents a group listed in the priorities stated above, and after conferring with the Principal. The District reserves the right to deny applications that would not satisfy city zoning and business ordinances.



AR 1330(b)

**USE OF SCHOOL FACILITIES (continued)**

3. Applications for use of school backtops do not include the use of playstructures and will be granted at the discretion of the Superintendent or designee after conferring with the Principal and considering the impact on neighbors and the community.
4. As a condition of approval, the requestor shall sign an application agreeing to the following:
  - a. Provide a certificate of insurance against liability and property damage at an appropriate limit as shown on the Facility Use Fee Schedule.
  - b. Provide a Hold Harmless Agreement with the application.
  - c. Preserve order and decorum on the premises at all times.
  - d. Comply with all local ordinances, rules of the Board of Health, and regulations of the Police and Fire Departments.
5. All permits shall be revocable and shall not be considered as a lease, and the Board or its authorized agent may reject any application or cancel any permit. A permit is not transferable.
6. The holder of the permit must comply with all school site rules and regulations pertinent to the facility/room being rented.
7. The number of tickets sold must not exceed the seating capacity of the facility for which the permit is granted. No standing room will be allowed. Overflows of spectators will be cleared from the building by police and firefighters if such a situation should develop.
8. If requested, the holder of a permit to use any part of the school building or grounds must provide sufficient police attendance at each performance to uphold law and order. All police officers so provided shall be either employed only during their non-duty hours or special police officers appointed by the governing body of the City of Albany. When police are to be employed by the applicant, said applicant shall advise the Superintendent or designee.
9. Special permission must be obtained for decorating, installing scenery, moving pianos, or installing any apparatus. All such material must be flameproof or fire-retardant and must be removed from the building promptly after the performance so that there will be no interference with school activities.
10. Custodial service is provided only for access, chair/table setup, heating, lighting, ventilation and cleanup of a building. This service does not include the erecting or dismantling of scenery, equipment, or other apparatus. Custodians are not required to perform tasks or errands for the party using the building, either prior to, during, or

**USE OF SCHOOL FACILITIES (continued)**

following an event. The holder of the permit must furnish all the help necessary to arrange and run the programs, such as stage hands, ushers, ticket collectors, etc.

11. Alcoholic beverages are prohibited in any part of the school building or grounds or on the sidewalks adjacent to the school facility.
12. Smoking in any part of the school building or grounds is positively prohibited.
13. A permit does not necessarily include the use of district-owned equipment such as spot lights, flood lights, moving picture apparatus, public address systems, band instruments, stage scenery, photographs, pianos, or the like.
14. Activities scheduled within school buildings must terminate in sufficient time to permit cleaning of the building.
15. Whenever any equipment, scenery, or apparatus is left after the use of a school building, the holder of the permit will be charged a fee for the removal of same. The removal will not be delayed for the convenience of the party who uses the facility.
16. Use of Cougar Field by non-AUSD groups
  - a. All applications for the use of Cougar Field must be submitted by December 1 of each year for use of Cougar Field for the succeeding January through December.
  - b. The district shall, on or before December 5 of each year, provide to the El Cerrito City Manager a complete list of the applicants who have applied to use Cougar Field for that year, including contact information.

**Fees**

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

1. The following organizations, when permitted to use school facilities, shall be granted such use free of charge. Note that events requiring custodians for opening/closing and cleanup outside of normal working hours will be charged at the rate determined on the Facility Fee Schedule.

AR 1330(d)

**USE OF SCHOOL FACILITIES (continued)**

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

**USE OF SCHOOL FACILITIES (continued)**

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

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

**Definitions of Types of Fees****1. Direct Costs**

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

**2. Fair Rental Value**

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

**Community Relations**

**E 1330**

**USE OF SCHOOL FACILITIES**

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

**Exhibit  
version:**

**ALBANY UNIFIED SCHOOL DISTRICT  
Albany, California**

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP****Regular Meeting of March 16, 2010****ITEM: APPROVE FACILITY FEE SCHEDULE****PREPARED BY:** Marla Stephenson, Superintendent**TYPE OF ITEM: ACTION**

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**BACKGROUND INFORMATION:**

The Board of Education has long endorsed the philosophy that AUSD facilities should be made available for the use of the community as long as the use does not interfere with the normal operations of the school district. Staff has recently purchased facilities management software that allows the public to request the use of facilities via our web site. With increasing numbers of requests, both the public and staff find the current Board Policy and Administrative Regulation confusing and complex. The Facility Fee Schedule will list the facilities and the hourly rate for Direct Rental Costs and Fair Rental Costs, and will bring our rental fees in line with neighboring districts.

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**FINANCIAL INFORMATION:**

No fiscal impact

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**RECOMMENDATION:** Approve Facility Fee Schedule

### Facility Fee Schedule

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

Facility	Direct Rental Costs	Fair Rental Costs
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#### Classrooms & Libraries

#### Hourly Rate

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

#### Kitchens

Elementary Schools (Marin / Cornell / OceanView)	\$25.00	\$50.00
High Schools (AHS/MacGregor)	\$30.00	\$60.00

#### Multi-Purpose Rooms

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

#### Gymnasiums/Indoor Facilities/Sport Courts

Albany Middle School (AMS)	\$42.50	\$73.50
Albany High School (AHS)	\$42.50	\$73.50
AHS Weight Room	\$22.00	\$22.00
Blacktop (Marin / Cornell / OceanView)	\$15.00	\$30.00

#### Cougar Field Sports Complex

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

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

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

#### Equipment

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

#### Custodial Services

Custodian (2 hour minimum charge)	\$27.00	\$27.00
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*For information on the definition of User Groups who qualify for direct rental costs vs. fair rental costs, please refer to Board Policy 1330.*

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of March 16, 2010**

**ITEM:** Administrative Regulation 3300- Expenditures and Purchases  
Administrative Regulation 3290- Gifts, Grants, and Bequests

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

**TYPE OF ITEM:** Review and Discussion

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**BACKGROUND INFORMATION:**

Staff has done extensive research on standard school district procedures related to purchasing and acceptance and expenditure of donated funds.

Per Board request, and in an effort to effectively and efficiently monitor district funds as well as provide staff with clear guidelines for expenditure and acceptance of funds staff has developed administrative regulations to accompany Board Policies 3300 and 3290.

Administrative Regulation 3300

Specific guidelines for:

Purchasing Authority

Requisitions

Payment after Purchase

Unauthorized Purchases

Administrative Regulation 3290

Specific guidelines for:

Acceptance and use of donated funds

**RECOMMENDATION: Review and discussion only.**



# **Albany Unified School District**

## **Administrative Regulation**

### **Expenditures and Purchases**

AR 3300

#### **Business and Noninstructional Operations**

##### **Purchasing Authority**

Purchasing is a district-level function. The Superintendent shall delegate the procurement function to specific individuals who will be the sole representatives of the district in the placement of orders for materials and services.

In accordance with Education Code 42632, only authorized personnel may make financial commitments on behalf of the district.

Purchases made by District personnel without prior authorization from the district office may not be paid by the District if the purchase was not properly processed or authorized.

##### **Requisitions**

All requests for goods or services shall be submitted and approved in advance on appropriate requisition forms or other means prescribed by the Business Office.

##### **Payment after Purchase:**

Small purchases may be authorized if the following procedures are followed:

Reimbursements can not exceed \$50.00 per claim.

Reimbursement forms must be signed by the immediate supervisor or site administrator.

Reimbursements are limited to supply purchases. Services, field trips and equipment are not allowed.

Reimbursements must be submitted to the Business Office on the appropriate claim form and include original receipts.

Shipped items must reflect a district shipping address. Shipping to a residential address is prohibited.

##### **Unauthorized Purchases**

The Business Office shall supervise all purchase transactions for the District. In the event that an unauthorized purchase is made the following applies:

Any purchase of supplies, services, or equipment made by staff members without a prior purchase order approved by the district (except as noted above in Payment after Purchase), may not be paid for by the District.

Purchases made in the name of the District without an authorized purchase order shall be considered an obligation of the person making the purchase and not an obligation of the District. Deliveries of materials or services, made without a purchase order or contract are made at the Seller's risk.

Policy:  
adopted:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California

# **Albany Unified School District**

## **Administrative Regulation**

### **Gifts, Grants And Bequests**

AR 3290

#### **Business and Noninstructional Operations**

These guidelines are for general fund allocations.

1. Donations will be reviewed by the Superintendent or designee for adherence to district policy prior to submittal to the Board for formal acceptance. To be accepted, gifts/donations must be cost effective for the district and not conflict in any way with its programs and goals.
2. All donations should be payable to the Albany Unified School District and submitted to the district office accompanied by a Donation Form indicating donor, amount and purpose of donation.
3. Donations shall not be made payable to individual district employees for the following reasons:
  - The money becomes taxable income to the employee.
  - The donor cannot deduct the donation for income tax purposes.
  - Non-profit organizations may jeopardize their tax-exempt status.
4. The district retains the right not to accept donations which violate Board policy or which create an ongoing financial liability to the district.
5. The district retains the right not to accept donations which may directly or indirectly substantially impair its commitment to provide equal educational opportunities for all district students.
6. Donations are subject to the purchasing policies of the district and are to be accounted for and expended per district procedures.
7. If funds are for materials and/or equipment, donations must cover the full cost of what is to be purchased, including taxes and shipping.
8. If funds are for personnel, the donation must include the full cost of compensation, salary driven benefits, health benefits and any/all additional costs due to negotiations with employee groups during the course of the school year.
9. If funds are donated to restore a particular position (personnel), the district will fill the position according to district hiring policies and procedures. These include adherence to all applicable California Education Code and local collective bargaining agreement provisions.
10. Funds must be donated in their entirety in advance of the purchase or the hiring of personnel. Or, the donating group will enter into a memorandum of agreement/understanding with the district outlining the expectations for and scheduling of payments to the district. All funds must be received by the district during the fiscal year in which they are expended.

Policy  
adopted:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California

**Business and Noninstructional Operations**

BP 3290

**GIFTS, GRANTS AND BEQUESTS**

The Board of Education may accept any bequest or gift of money or property on behalf of the district. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to providing equal educational opportunities for all district students.

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

Before accepting a gift, the Board shall consider whether the gift:

1. Has a purpose consistent with the district's vision and philosophy
2. Begins a program which the Board would be unable to continue when the donated funds are exhausted
3. Entails undesirable or excessive costs
4. Implies endorsement of any business or product

*(cf. 1325 - Advertising and Promotion)*

The Board shall carefully evaluate any conditions or restrictions imposed by the donor in light of district philosophy and operations. If the Board feels the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

Gift books and instructional materials shall be accepted only if they meet regular district criteria.

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

All gifts, grants and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school. At the Superintendent or designee's discretion, a gift may be used at a particular school.

*Legal Reference:*

EDUCATION CODE

1834 Acquisition of materials and apparatus

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments; gift of land requirements

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

Policy  
adopted:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California

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