

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

REGULAR MEETING

Albany City Hall
1000 San Pablo Avenue
Albany, CA 94706

WEDNESDAY

June 2, 2010

A G E N D A

***Special reception honoring employee years of services and retirees* 6:00 p.m.**

I. OPENING BUSINESS 6:00 p.m.

- A) Call to Order
- B) Roll Call
- C) Special Reception Honoring Employee Years of Service and Retirees
- D) Identify Closed Session Pursuant to Agenda Section III Below

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

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

III. CLOSED SESSION 6:45 p.m.

- A) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 35146: Student Personnel Matters
- B) With respect to every item of business to be discussed in Closed Session, pursuant to Education Code Section 54954.4: Anticipated Litigation
- C) With respect to every item of business to be discussed in Closed Session pursuant to: Government Code Section 54957: Public Employee Appointment
Certificated
 - 1. Corrections – none
 - 2. Extra Assignment
 - a. Head JV Football Coach
 - b. Play – Concessions
 - c. Play – Sets
 - d. Play – Writer
 - e. Point Bonita
 - f. Stage Crew Director
 - 3. Leave
 - a. Teacher

- 4. New Hire
 - a. ESY Administrator
 - b. ESY Sp Ed Teacher
 - c. Long Term Substitute
 - d. Summer School Teacher
 - e. TSA Summer School
- 5. Resignation
 - a. Teacher
- 7. Termination – none

Classified

- 1. Corrections
 - a. Music Director – Musical
- 2. Extra Assignment – none
- 3. Leave – none
- 4. New Hire
 - a. ESY Sp Ed Para-Ed
 - b. Head X-Country Coach
 - c. Substitute Custodian
 - d. Substitute Sp Ed Para
 - e. Substitute Van Driver
 - f. Var Women’s Tennis Coach
 - g. Women’s Golf Coach
- 5. Resignation
 - a. Hourly Rhythm Teacher
 - b. Sp Ed Para-Educator
- 6. Status Change – none
- 7. Termination
 - a. Sub Custodian

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

IV. OPEN SESSION

7:30 p.m.

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

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

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

1. **Approval of Minutes**

- a) May 18, 2010

2. **Personnel Assignment Order**

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

1. Corrections – none
2. Extra Assignment
 - a. Head JV Football Coach
 - b. Play – Concessions
 - c. Play – Sets
 - d. Play – Writer
 - e. Point Bonita
 - f. Stage Crew Director
3. Leave
 - a. Teacher
4. New Hire
 - a. ESY Administrator
 - b. ESY Sp Ed Teacher
 - c. Long Term Substitute
 - d. Summer School Teacher
 - e. TSA Summer School
5. Resignation
 - a. Teacher
6. Status Change – none
7. Termination – none

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

1. Corrections
 - a. Music Director – Musical
2. Extra Assignment – none
3. Leave – none
4. New Hire
 - a. ESY Sp Ed Para-Ed
 - b. Head X-Country Coach
 - c. Substitute Custodian
 - d. Substitute Sp Ed Para
 - e. Substitute Van Driver
 - f. Var Women's Tennis Coach
 - g. Women's Golf Coach
5. Resignation
 - a. Hourly Rhythm Teacher
 - b. Sp Ed Para-Educator
6. Status Change – none

- 7. Termination
 - a. Sub Custodian

- 3. **Personnel**
 - a) Approve Residency Verification Clerk Job Description Pg 6
- 4. **Curriculum and Instruction**
 - a) Approve the Single School Plans for Student Achievement Pg 8
for 2010-11 (Under separate cover)
- 5. **Business and Operations**
 - a) Approve Investment Report – March 2010 Pg 10
 - b) Approve one (1) Independent Contractor Agreement Pg 23
between Albany Unified School District and Mary Townsend
for facilitating the Albany Unified School District for
Strategic Planning
 - c) Approve Independent Contractor Agreement between Albany Pg 28
Unified School District and Joanne Wile for administrative
and clinical oversight of the counseling programs within
Albany Unified School District
 - d) Approve one (1) Independent Contractor Agreement between Pg 32
Albany Unified School District and Natan Kuchar for the
creation and design of the NR SELPA website
 - e) Approve the lease/purchase contract with Vend-ucation for Pg 36
vending machines at Albany High School
 - f) Approve the revised 2010-11 Albany Adult School Salary Pg 42
Schedule
- 6. **Student Services**
 - a) Approve the Student Clinical Placement agreement between Pg 44
Albany Unified School District and California State University,
East Bay for university students to participate in clinical field
study experiences in the district.

V. **STUDENT BOARD MEMBERS**

- A) Student Reports

VI. **STAFF REPORTS**

- A) Relocation Cost Summary by Site Pg 50

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 2011-12 School Year Calendar Pg 53
- B) Conduct 2nd reading and approve student textbook Stats: Modeling the World by Bock, Velleman and De Veaux (BVD) Pg 55
- C) Conduct 2nd reading and approve Board Policy section 5000-5144.1, Pg 56
with the exception of section 5117 and 5121-5125 (Students)
(Under separate cover)

IX. REVIEW AND DISCUSSION ITEMS

- A) Continue 1st reading of BP/AR 5117 – Interdistrict Attendance Pg 57
(Students) and AR 5144.1 – BP/AR 5145.9 (Students)
- B) Enrollment Projections and Staffing Plan Pg 115

X. BOARD AND SUPERINTENDENT COMMENTS

XI. FUTURE AGENDA ITEMS

- A) Consolidated Application June
- B) Budget Presentation June
- C) Curriculum and Instruction Report June

XII. FUTURE BOARD MEETINGS

- A) Tuesday, June 15, 2010, 7:30 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
- B) Tuesday, August 3, 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.ausd.ca.schoolloop.com

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

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

ALBANY UNIFIED SCHOOL DISTRICT
Residency Verification Clerk

Salary: \$19.74/hour
 Classification: Confidential
 Work Year: Hourly

POSITION DESCRIPTION: Under the supervision of the Director of Technology investigate and support the implementation and enforcement of District student residency requirements.

REPRESENTATIVE DUTIES: E = Essential Duties

1. Coordinate residency verification issues with the Superintendent or Designee E
2. Receive and review residency verification requests E
3. Compile information and maintain a variety of records and logs related to home visits and assigned activities E
4. Prepare all materials related to residency verification E
5. Disseminate information on residence checks to residency team E
6. Communicate with District personnel and various outside agencies to exchange information and resolve issues or concerns E
7. Review documents for residency verification E
8. Consult with school site personnel E
9. Visit residences to verify site is occupied E
10. Apply District policy and procedures related to residency E
11. Make clear and comprehensive reports and keep records E
12. Other duties as assigned E

KNOWLEDGE OF:

1. Basic interviewing and advisement techniques
2. Interpersonal skills using tact, patience and courtesy
3. Correct oral and written usage of Standard English
4. Diverse academic, socioeconomic, cultural and ethnic backgrounds of identified families
5. Record-keeping techniques
6. Skill on a variety of computer applications, including word processing, database, spreadsheet and communication software
7. The areas covered by the district, names of streets, neighborhoods and their location; filing systems.

ABILITY TO:

- 1 Learn and interpret specific rules, laws and policies and apply them with good judgment
- 2 Analyze situations accurately and make decisions in procedural matters without immediate supervision.
- 3 Meet schedules and timelines
- 4 Communicate effectively both orally and in written communications
- 5 Analyze situations accurately and adopt an effective course of action
- 6 Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, poise and firmness
- 7 Establish and maintain cooperative relationships with those contacted during the course of work
- 8 Handle adverse situations with poise

ALBANY UNIFIED SCHOOL DISTRICT
Residency Verification Clerk

P7

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms, stand, walk and operate a vehicle. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and distance vision.

WORK ENVIRONMENT:

Indoor and outdoor work environment.

REQUIREMENTS:

Current valid California Drivers License
Clear DMV driving record
Vehicle to conduct work

EDUCATION AND EXPERIENCE:

1. Completion of high school or equivalent, or any combination of education, experience, or training that meets or exceeds the qualifications.
2. Knowledge of Student Information Systems required
3. Expertise with database programs
4. Microsoft Professional Office applications including Word, Excel and Access
5. Oral and written interactions with a culturally diverse community

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 2, 2010

ITEM: **APPROVE THE SINGLE SCHOOL PLANS FOR STUDENT
ACHIEVEMENT FOR 2010-2011 (UNDER SEPARATE COVER)**

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction

TYPE OF ITEM: **Consent**

BACKGROUND INFORMATION:

In 2001, the California legislature amended the planning requirements for schools that participate in state and federal categorical programs funded through the Consolidated Application process, creating the *Single Plan for Student Achievement* (SPSA). Its stated purpose is to "improve the academic performance of all students to the level of the performance goals, as established by the Academic Performance Index." The Academic Performance Index (API) is a rating of schools based on their performance on state academic assessments.

This legislation established the following requirements for school plans and may be subject to change based on the new categorical programs flexibility criteria:

1. School districts must assure that school site councils have developed and approved a plan, to be known as the *Single Plan for Student Achievement* for schools participating in programs funded through the consolidated application process, and any other school program they choose to include in it.
 2. School plans must be developed with the review, certification, and advice of any applicable school advisory committees.
 3. The content of the plan must be aligned with school goals for improving student achievement.
 4. School goals must be based upon an analysis of verifiable state data such as the Academic Performance Index and the English Language Development test. It may also include any data voluntarily developed by the school or district to measure student achievement.
 5. The plan must address how funds will be used to improve the academic performance of all students to the level of the performance goals, as established by the Academic Performance Index.
 6. The plan must be reviewed annually and updated and include proposed expenditures of funds allocated to the school by the school site council.
 7. The governing board of the local educational agency must approve the plans annually.
-

FINANCIAL INFORMATION:

The Single School Plans reflect the estimated funding allocations that will be distributed to the sites for the 2010-11 school year. This includes programs such as the former School/Library Improvement Block Grant (SLIBG), Title 1, and anticipated donations.

RECOMMENDATION: Approve the Single School Plans for Student Achievement for 2010-2011



DONALD R. WHITE
TREASURER - TAX COLLECTOR

Agenda _____ May 4, 2010

TREASURER - TAX COLLECTOR

April 22, 2010

RECEIVED
MAY 14 2010
BUSINESS &
ADVISORY SERVICES

Alameda County Board of Supervisors
County of Alameda
1221 Oak Street, 5th Floor
Oakland, CA 94612

Dear Board Members:

RE: Investment Report – March 2010

In accordance with the Treasurer's investment policy, submitted herewith is a report of the cash pool investments for the month of March 2010. Enclosed with this report is a copy of the Investment Status Report as of March 31, 2010 which presents the detail of all outstanding pool investments listed by securities category. The report reflects par values and cost of purchase. All investments in the Treasurer's investment portfolio conform to the statutory requirements of Government Code Section 53601 et. seq., authorities delegated by the County Board of Supervisors and the Treasurer's investment policy.

On March 31, 2010 the Treasurer's cash and pool investments total was \$3,213,889,245 with an average daily balance of \$3,214,842,388. Market value of the portfolio for the month ending March 31, 2010 was \$3,220,865,094. Total interest received during the month was \$1,490,001 an annual cash basis rate of 0.55%.

Total securities purchased in March was \$412,193,215 in the following maturity ranges:

3-month maturity	\$199,993,250
6-month maturity	\$ 1,000,000
Over 6 month maturity	\$211,199,965
Total securities matured in March was	\$126,600,000
Total securities sold in March was	\$159,490,233
Total securities called by issuers in March was	\$ 62,296,000
Net money market funds withdrawals in March was	\$ 82,000,000

For Board of Supervisors
Page 2

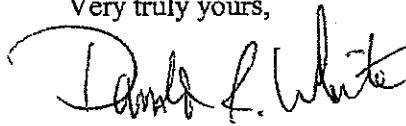
For your review, details of daily investment transactions during the month of March 2010 are on file with this report in the Office of the Clerk of the Board of Supervisors.

As of March 31, 2010, liquidity summary of the portfolio was as follows:

# of Days	Amount	% Held
1 - 90	\$1,578,185,880	49.11%
91 - 180	289,401,731	9.00 %
180-365	720,148,430	22.41%
365- over	<u>626,153,204</u>	<u>19.48%</u>
Total	<u>\$3,213,889,245</u>	<u>100.00%</u>

On March 31, 2010, the average maturity of the portfolio was months 9.43 months (283 days). The portfolio is allowed by policy to maintain an average maturity of 24 months. However, in order to maintain high liquidity, the Treasurer keeps this average near the 12-month range. The Treasurer expects to meet all operating cash needs within the next six months from the portfolio's most liquid assets and current revenues.

Very truly yours,



Donald R. White
Treasurer-Tax Collector

Attachment I
Attachment I A
Attachment I B

cc: Patrick O'Connell, Auditor-Controller
Susan Muranishi, County Administrator
School District Participants
Special District Participants
Treasury Oversight Committee

**ALAMEDA COUNTY
TREASURER'S OFFICE
COMPOSITION OF TREASURER'S CASH POOL
March 31, 2010**

The following summarizes the profile of the investment portfolio by category as of March 31, 2010
(See Attachment 1A for graphic illustration of Treasurer's investment by category):

	Book Value Cost	Market Value**	% Held	% Allowed by Sec 53601
LAIF	\$40,000,000	40,054,976	1.24%	N.A.
Collateralized Time Deposits	149,348,000	149,450,809	4.65%	no limit
Money Market Funds	609,500,000	609,607,386	18.96%	20%
Federal Agency Notes & Bonds	704,275,750	707,257,069	21.91%	no limit
Federal Agency Discount Notes	1,399,531,931	1,402,817,312	43.55%	no limit
Medium Term Notes	505,496	503,050	0.02%	
Treasury Securities	249,540,956	249,987,380	7.77%	no limit
Total Investments	\$3,152,702,133	\$3,159,677,982	98.10%	
Cash in Bank and on Hand	61,187,112	61,187,112	1.90%	
Total Treasurer's Pool	\$3,213,889,245	\$3,220,865,094	100.00%	

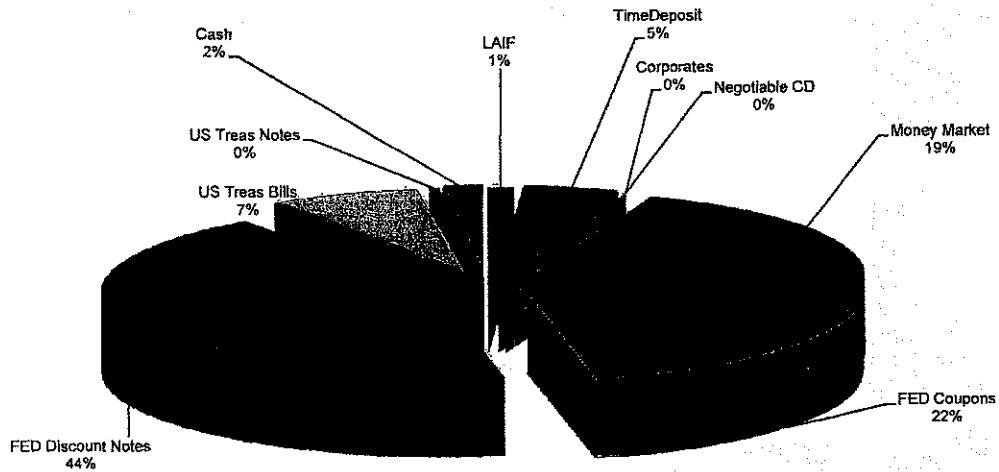
Footnotes:

Of the total cash and investment holdings listed above \$1,578,185,880 or 49.11% consisted of cash and investments maturing within three months of this report.
(see Attachment 1B for full graphic illustration of Treasurer's investment by maturity).

** Source: Custodial report from Union Bank reflecting the market value of each security. The Bank subscribes to arket valuation services in accordance with industry practice.

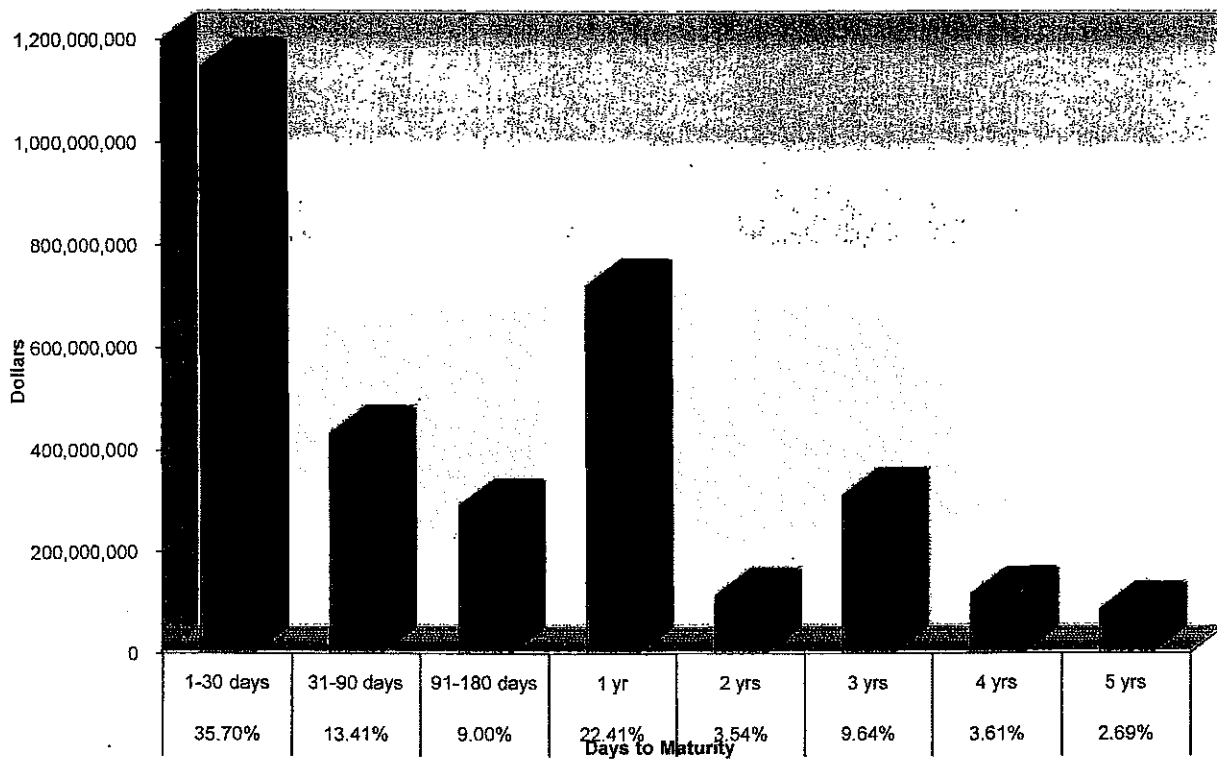
Attachment I A

Summary of Treasurer's Investment Pool By Major Category March 31, 2010



■ LAIF ■ TimeDeposit □ Negotiable CD □ Corporates ■ Money Market ■ FED Coupons ■ FED Discount Notes □ US Treas Bills ■ US Treas Notes □ Cash

Summary of Treasurer's Investments By Maturity March 31, 2010



**Alameda County
Portfolio Management
Portfolio Summary
March 31, 2010**

Investments	Par Value	Book Value (Cost)	% of Portfolio	Days to Maturity	YTM 360 Equiv	YTM 365 Equiv
Certificate of Deposit - Bank	149,348,000.00	149,348,000.00	4.74%	28	0.32%	0.32%
Federal Agency Issues-Coupon	703,790,444.44	704,275,750.21	22.34%	892	1.85%	1.88%
Federal Agencies Issues-Disc	1,403,000,000.00	1,399,531,930.56	44.39%	148	0.30%	0.30%
Medium Term Notes	500,000.00	505,495.83	0.02%	964	1.62%	1.64%
Local Agency Investment Fund	40,000,000.00	40,000,000.00	1.27%	1	0.98%	0.99%
Mutual Funds	609,500,000.00	609,500,000.00	19.33%	1	0.41%	0.41%
Treasury Securities-Coupon	15,000,000.00	14,963,149.63	0.47%	1,208	2.37%	2.40%
Treasury Securities-Discount	235,000,000.00	234,577,806.86	7.44%	144	0.23%	0.23%
Total Investments and Averages	\$3,156,138,444.44	\$3,152,702,133.09	100.00%	283	0.68%	0.69%

(a) port summ

**Alameda County Treasury
Portfolio Management
Investment Status Report - Investments
March 31, 2010**

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Certificates of Deposit - Bank												
SYS10449	10449	ALTA	1,500,000.00	1.000	02/16/2011	02/16/2010	1.000	1.014	05/16 - Quarterly		1,500,000.00	1,500,000.00
SYS10452	10452	ALTA	1,000,000.00	0.500	09/07/2010	03/08/2010	0.500	0.507	06/08 - Quarterly		1,000,000.00	1,000,000.00
SYS10435	10435	BAYCOM	98,000.00	1.200	04/12/2010	10/14/2009	1.200	1.217	01/14 - Quarterly		98,000.00	98,000.00
SYS10441	10441	COMBK	500,000.00	0.400	06/07/2010	12/07/2009	0.400	0.408	03/07 - Quarterly		500,000.00	500,000.00
SYS10442	10442	COMBK	500,000.00	0.400	06/14/2010	12/14/2009	0.400	0.406	03/14 - Quarterly		500,000.00	500,000.00
SYS10445	10445	EWEST	25,000,000.00	0.648	04/29/2010	01/29/2010	0.648	0.657	04/29 - Final Pmt.		25,000,000.00	25,000,000.00
SYS10447	10447	EWEST	250,000.00	0.500	05/03/2010	02/03/2010	0.500	0.507	05/03 - Final Pmt.		250,000.00	250,000.00
SYS10448	10448	EWEST	15,000,000.00	0.846	08/16/2010	02/16/2010	0.846	0.858	05/16 - Quarterly		15,000,000.00	15,000,000.00
SYS10450	10450	SUMMIT	500,000.00	1.100	03/02/2011	03/02/2010	1.100	1.115	06/02 - Quarterly		500,000.00	500,000.00
SYS10422	10422	UB-LOC	5,000,000.00	1.030	04/21/2010	04/21/2009	1.030	1.044	07/21 - Quarterly		5,000,000.00	5,000,000.00
SYS10451	10451	UNION	100,000,000.00	0.100	04/05/2010	03/03/2010	0.100	0.101	04/05 - Final Pmt.		100,000,000.00	100,000,000.00
Certificates of Deposit - Bank Totals			149,348,000.00				0.316	0.321		0.00	149,348,000.00	149,348,000.00
Federal Agency Issues - Coupon												
3128X9M72	32377	CAPSEC	10,000,000.00	1.250	06/15/2012	03/16/2010	1.255	1.273	09/15 - 03/15	347.22	9,995,000.00	9,995,347.22
13063A5T7	32298	CARANS	10,000,000.00	3.000	05/25/2010	08/29/2009	1.246	1.264	03/29 - 05/25		10,113,100.00	10,113,100.00
13063A5U4	32289	CARANS	10,000,000.00	3.000	06/23/2010	09/29/2009	1.488	1.509	03/29 - 06/23		10,108,500.00	10,108,500.00
31331YV84	32077	FFCB	5,000,000.00	4.300	08/10/2013	08/30/2008	4.375	4.438	12/10 - 08/10	Received	4,970,000.00	4,970,000.00
31331Y2G4	32080	FFCB	5,000,000.00	4.850	07/01/2013	07/01/2008	4.784	4.850	01/01 - 07/01		5,000,000.00	5,000,000.00
31331GGS2	32186	FFCB	10,000,000.00	2.000	06/11/2010	12/11/2008	1.973	2.000	06/11 - 12/11		10,000,000.00	10,000,000.00
31331GGS2	32187	FFCB	5,000,000.00	2.000	06/11/2010	12/11/2008	1.973	2.000	06/11 - 12/11		5,000,000.00	5,000,000.00
31331GRZ4	32219	FFCB	5,000,000.00	1.680	04/01/2011	04/01/2009	1.683	1.708	10/01 - 04/01		4,998,437.50	4,998,437.50
31331GWQ8	32238	FFCB	10,000,000.00	1.800	05/21/2012	05/21/2009	1.784	1.809	11/21 - 05/21		9,997,500.00	9,997,500.00
31331G3T4	32324	FFCB	5,000,000.00	1.100	11/16/2011	11/16/2009	1.085	1.100	05/16 - 11/16		5,000,000.00	5,000,000.00
31331G4G1	32325	FFCB	5,000,000.00	1.200	02/24/2012	11/24/2009	1.184	1.200	05/24 - 11/24		5,000,000.00	5,000,000.00
31331G2N8	32326	FFCB	9,985,000.00	2.040	04/29/2013	11/25/2009	1.849	1.874	04/29 - 10/29	14,583.90	9,939,058.59	9,953,622.49
31331G4U0	32327	FFCB	5,000,000.00	1.430	06/08/2012	12/08/2009	1.410	1.430	06/08 - 12/08		5,000,000.00	5,000,000.00
31331G4U0	32328	FFCB	10,000,000.00	1.430	06/08/2012	12/08/2009	1.410	1.430	06/08 - 12/08		10,000,000.00	10,000,000.00
31331G4U0	32329	FFCB	5,000,000.00	1.430	06/08/2012	12/08/2009	1.410	1.430	06/08 - 12/08		5,000,000.00	5,000,000.00
31331G4X4	32330	FFCB	10,000,000.00	2.050	06/10/2013	12/10/2009	2.022	2.050	06/10 - 12/10		10,000,000.00	10,000,000.00
31331G4X4	32331	FFCB	5,000,000.00	2.050	06/10/2013	12/10/2009	2.022	2.050	06/10 - 12/10		5,000,000.00	5,000,000.00
31331G5Q8	32334	FFCB	5,000,000.00	1.200	03/15/2012	12/18/2009	1.185	1.212	06/15 - 12/15	500.00	4,998,750.00	4,999,250.00
31331G6P0	32335	FFCB	10,000,000.00	1.040	12/16/2011	12/16/2009	1.038	1.053	06/15 - 12/15	866.67	9,997,500.00	9,998,366.67
31331G4Z9	32337	FFCB	20,000,000.00	2.750	08/02/2014	12/21/2009	2.712	2.750	06/02 - 12/02	29,027.78	20,000,000.00	20,029,027.78
31331G7G8	32344	FFCB	5,000,000.00	1.400	05/22/2012	12/22/2009	1.381	1.400	06/22 - 12/22		5,000,000.00	5,000,000.00

**Alameda County Treasury
Portfolio Management
Investment Status Report - Investments
March 31, 2010**

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Issues - Coupon												
31331G7J2	32345	FFCB	10,000,000.00	1.850	12/28/2012	12/28/2009	1.825	1.850	06/28 - 12/28		10,000,000.00	10,000,000.00
31331G7J2	32346	FFCB	10,000,000.00	1.850	12/28/2012	12/28/2009	1.825	1.850	06/28 - 12/28		10,000,000.00	10,000,000.00
31331JBM4	32353	FFCB	5,000,000.00	1.870	07/13/2012	01/13/2010	1.847	1.870	07/13 - 01/13		5,000,000.00	5,000,000.00
31331JDA8	32364	FFCB	8,000,000.00	2.375	11/04/2013	02/05/2010	2.343	2.375	08/04 - 02/04	395.83	6,000,000.00	6,000,395.83
31331JDL4	32365	FFCB	10,000,000.00	2.420	02/11/2014	02/11/2010	2.387	2.420	08/11 - 02/11		10,000,000.00	10,000,000.00
31331JDL9	32366	FFCB	10,000,000.00	1.790	02/11/2013	02/11/2010	1.765	1.790	08/11 - 02/11		10,000,000.00	10,000,000.00
31331JEA7	32369	FFCB	10,000,000.00	1.450	08/17/2012	02/18/2010	1.430	1.450	08/17 - 02/17	402.78	10,000,000.00	10,000,402.78
31331JCL5	32370	FFCB	5,000,000.00	1.670	10/28/2012	02/19/2010	1.685	1.708	07/28 - 01/28	5,334.72	4,995,000.00	5,000,334.72
31331JFJ7	32371	FFCB	10,000,000.00	1.850	02/25/2013	02/26/2010	1.825	1.850	08/25 - 02/25	513.89	10,000,000.00	10,000,513.89
31331JFJ7	32373	FFCB	5,000,000.00	1.850	02/25/2013	03/03/2010	1.825	1.850	08/25 - 02/25	2,055.58	5,000,000.00	5,002,055.58
31331JGE7	32375	FFCB	15,000,000.00	1.600	12/10/2012	03/11/2010	1.578	1.600	09/10 - 03/10	868.67	15,000,000.00	15,000,868.67
31331JG20	32378	FFCB	5,000,000.00	1.750	03/15/2013	03/15/2010	1.726	1.750	09/15 - 03/15		5,000,000.00	5,000,000.00
31331JJ31	32383	FFCB	10,000,000.00	2.750	09/30/2014	03/30/2010	2.722	2.750	08/31 - 02/28		10,000,000.00	10,000,000.00
31331YWG1	32043	FFCB	5,000,000.00	3.000	03/03/2011	04/29/2008	3.008	3.050	09/03 - 03/03	Received	4,983,116.33	4,993,116.33
3133XQ7B2	31993	FHLB	10,000,000.00	3.050	09/10/2010	03/10/2008	3.008	3.050	09/10 - 03/10		10,000,000.00	10,000,000.00
3133XR4U1	32053	FHLB	10,000,000.00	3.125	06/10/2011	05/09/2008	3.116	3.160	11/05 - 05/05	Received	9,990,000.00	9,990,000.00
3133XR2Y5	32067	FHLB	5,000,000.00	3.000	09/11/2010	05/29/2008	3.085	3.128	10/29 - 04/29	Received	4,987,500.00	4,987,500.00
3133XTH68	32223	FHLB	5,000,000.00	1.550	04/08/2011	04/08/2009	1.529	1.550	10/08 - 04/08		5,000,000.00	5,000,000.00
3133XTKT2	32231	FHLB	8,400,000.00	1.250	01/28/2011	04/28/2009	1.233	1.250	07/28 - 01/28		8,400,000.00	8,400,000.00
3133XTM37	32235	FHLB	5,000,000.00	1.050	11/15/2010	05/15/2009	1.036	1.050	11/15 - 05/15		5,000,000.00	5,000,000.00
3133XTM37	32237	FHLB	5,000,000.00	1.050	11/15/2010	05/15/2009	0.789	0.800	11/15 - 05/15		5,018,600.00	5,018,600.00
3133XU5N9	32265	FHLB	10,000,000.00	0.500	07/13/2010	07/13/2009	0.503	0.510	01/13 - 07/13		9,999,000.00	9,999,000.00
3133XU5N9	32266	FHLB	5,000,000.00	0.500	07/13/2010	07/13/2009	0.503	0.510	01/13 - 07/13		4,999,500.00	4,999,500.00
3133XUAE3	32271	FHLB	5,000,000.00	2.000	07/27/2012	07/27/2009	1.973	2.000	01/27 - 07/27		5,000,000.00	5,000,000.00
3133XUC84	32273	FHLB	5,000,000.00	1.375	07/29/2011	07/29/2009	1.356	1.375	01/29 - 07/29		5,000,000.00	5,000,000.00
3133XUUY7	32300	FHLB	3,750,000.00	1.200	09/28/2011	09/30/2009	1.209	1.225	03/28 - 03/28	250.00	3,748,125.00	3,748,375.00
3133XUVY6	32304	FHLB	3,700,000.00	1.825	04/15/2012	10/05/2009	1.803	1.825	04/05 - 10/05		3,700,000.00	3,700,000.00
3133XUVE0	32311	FHLB	3,724,444.44	1.580	04/05/2012	10/22/2009	1.576	1.598	04/05 - 04/05	2,798.44	3,723,699.55	3,726,495.99
3133XVCB5	32312	FHLB	5,000,000.00	1.900	10/15/2012	10/22/2009	1.891	1.917	04/15 - 10/15	1,847.22	4,997,500.00	4,999,347.22
3133XV6Z9	32313	FHLB	5,000,000.00	1.700	04/23/2012	10/23/2009	1.677	1.700	04/23 - 10/23		5,000,000.00	5,000,000.00
3133XVHX2	32316	FHLB	10,000,000.00	1.000	10/29/2012	10/29/2009	0.986	1.000	04/29 - 10/29		10,000,000.00	10,000,000.00
3133XVXX4	32332	FHLB	10,000,000.00	0.500	12/01/2011	12/11/2009	0.506	0.513	06/01 - 12/01	1,388.88	9,997,500.00	9,998,888.88
3133XUXZ9	32333	FHLB	10,000,000.00	2.050	08/17/2013	12/17/2009	2.022	2.050	06/17 - 12/17		10,000,000.00	10,000,000.00
3133XVYX3	32336	FHLB	5,000,000.00	1.050	12/21/2011	12/21/2009	1.036	1.050	08/21 - 12/21		5,000,000.00	5,000,000.00
3133XWBA6	32340	FHLB	10,000,000.00	1.500	08/22/2012	12/22/2009	1.500	1.520	06/22 - 12/22		9,995,000.00	9,995,000.00

Portfolio ALCO
CC
PM (PRF_PMS) 7.2.5

**Alameda County Treasury
Portfolio Management
Investment Status Report - Investments
March 31, 2010**

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Issues - Coupon												
3133XWBA6	32342	FHLB	5,000,000.00	1.500	06/22/2012	12/22/2009	1.508	1.529	08/22 - 12/22		4,996,500.00	4,996,500.00
3133XWEQ8	32348	FHLB	4,795,000.00	1.450	06/29/2012	12/29/2009	1.430	1.450	06/29 - 12/29		4,795,000.00	4,795,000.00
3133XVWJ8	32358	FHLB	5,000,000.00	2.000	06/10/2013	01/25/2010	1.991	2.019	08/10 - 12/10	12,500.00	4,996,875.00	5,009,375.00
3133XWJ91	32359	FHLB	5,000,000.00	1.500	01/27/2012	01/27/2010	1.479	1.500	07/27 - 01/27		5,000,000.00	5,000,000.00
3133XVWH0	32360	FHLB	6,910,000.00	1.375	06/11/2012	01/27/2010	1.356	1.375	06/11 - 12/11	12,140.49	6,910,000.00	6,922,140.49
3133XVQG7	32363	FHLB	10,000,000.00	1.500	08/02/2012	02/02/2010	1.479	1.500	08/02 - 02/02		10,000,000.00	10,000,000.00
3133XXAMB	32374	FHLB	5,000,000.00	1.850	03/04/2013	03/04/2010	1.842	1.867	09/04 - 03/04		4,997,500.00	4,997,500.00
3133XXDS3	32381	FHLBDN	10,000,000.00	3.050	03/23/2015	03/29/2010	3.019	3.061	08/23 - 03/23	5,083.33	9,995,000.00	10,000,083.33
3128X8MS8	32209	FHLMC	5,000,000.00	2.350	03/02/2012	03/05/2009	2.335	2.367	09/02 - 03/02	Received	4,997,500.00	4,997,500.00
3128X8MS8	32210	FHLMC	5,000,000.00	2.350	03/02/2012	03/05/2009	2.335	2.367	09/02 - 03/02	Received	4,997,500.00	4,997,500.00
3128X8MS8	32211	FHLMC	10,000,000.00	2.350	03/02/2012	03/08/2009	2.335	2.367	09/02 - 03/02	Received	9,995,000.00	9,995,000.00
3128X9GL8	32305	FHLMC	10,170,000.00	1.600	04/05/2012	10/05/2009	1.603	1.626	04/05 - Final Pmt.		10,163,843.75	10,163,843.75
3128X9PT1	32343	FHLMC	10,000,000.00	1.500	06/22/2012	12/22/2009	1.479	1.500	08/22 - 12/22		10,000,000.00	10,000,000.00
3128X9PW4	32349	FHLMC	5,000,000.00	1.125	12/30/2011	12/30/2009	1.110	1.125	06/30 - 12/30		5,000,000.00	5,000,000.00
3128X9SN1	32354	FHLMC	10,000,000.00	2.000	01/15/2013	01/15/2010	1.990	2.017	07/15 - 01/15		9,995,000.00	9,995,000.00
3128X9XT2	32368	FHLMC	10,000,000.00	1.250	02/17/2012	02/17/2010	1.233	1.250	08/17 - 02/17		10,000,000.00	10,000,000.00
31398AWN8	32224	FNMA	5,000,000.00	2.150	04/13/2012	04/13/2009	2.138	2.167	10/13 - 04/13		4,997,500.00	4,997,500.00
31398HJF3	32227	FNMA	6,400,000.00	2.000	04/21/2014	04/21/2009	1.973	2.000	10/21 - 04/21		6,400,000.00	6,400,000.00
31398HNL5	32230	FNMA	5,000,000.00	1.000	04/27/2012	04/27/2009	0.986	1.000	10/27 - 04/27		5,000,000.00	5,000,000.00
31398JZY0	32347	FNMA	6,116,000.00	1.500	09/28/2012	12/28/2009	1.518	1.538	06/28 - 12/28		6,108,884.00	6,109,884.00
31398JH46	32350	FNMA	25,000,000.00	2.460	12/30/2013	12/30/2009	2.426	2.460	06/30 - 12/30		25,000,000.00	25,000,000.00
31398AC75	32351	FNMA	5,000,000.00	1.250	01/08/2012	01/07/2010	1.258	1.275	07/08 - 01/08	173.61	4,997,500.00	4,997,673.61
31398AWG3	32352	FNMA	19,850,000.00	2.250	04/09/2012	01/08/2010	1.995	2.022	07/08 - 01/08	110,415.83	19,949,250.00	20,059,665.83
31398JJ28	32355	FNMA	10,000,000.00	3.250	01/20/2015	01/20/2010	3.205	3.250	07/20 - 01/20		10,000,000.00	10,000,000.00
31398JG47	32357	FNMA	6,975,000.00	1.800	12/28/2012	01/25/2010	1.793	1.817	06/28 - 12/28	9,416.25	6,971,512.50	6,980,928.75
31398J2B6	32361	FNMA	6,000,000.00	1.750	01/28/2013	01/28/2010	1.726	1.750	07/28 - 01/28		6,000,000.00	6,000,000.00
31398AEB1	32362	FNMA	10,000,000.00	3.000	01/29/2015	01/29/2010	2.959	3.000	07/29 - 01/29		10,000,000.00	10,000,000.00
31398J2G5	32367	FNMA	5,000,000.00	2.000	08/12/2013	02/12/2010	2.002	2.030	08/12 - 02/12		4,995,000.00	4,995,000.00
31398AH54	32372	FNMA	10,000,000.00	1.000	04/04/2012	03/02/2010	1.006	1.020	09/02 - 03/02		9,995,800.00	9,995,800.00
31398J6F3	32378	FNMA	20,000,000.00	2.050	08/28/2013	03/19/2010	2.022	2.050	08/28 - 02/28	26,194.44	20,000,000.00	20,026,194.44
31398FMK5	32379	FNMA	6,000,000.00	0.750	03/22/2013	03/22/2010	0.740	0.750	09/22 - 03/22		6,000,000.00	6,000,000.00
31398AG97	32380	FNMA	10,000,000.00	3.000	03/08/2015	03/28/2010	2.975	3.016	09/09 - 03/09	14,166.67	9,992,500.00	10,008,666.67
31398FMHJ6	32382	FNMA	5,000,000.00	1.625	12/28/2012	03/29/2010	1.603	1.625	06/28 - 12/28		5,000,000.00	5,000,000.00
31398FMHC1	32384	FNMA	5,000,000.00	1.800	03/28/2013	03/30/2010	1.784	1.809	09/28 - 03/28		4,998,750.00	4,998,750.00
SYS31579	31579	OAKLAN	115,000.00	5.643	11/01/2011	11/01/2004	5.506	5.643	05/01 - 11/01		115,000.00	115,000.00

Portfolio ALCO
CC
PM (PRF_PMS) 7.2.5

**Alameda County Treasury
Portfolio Management
Investment Status Report - Investments
March 31, 2010**

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Issues - Coupon Totals			703,790,444.44				1.849	1.875		251,847.99	704,024,702.22	704,275,780.21
Federal Agency Issues - Discount												
313385VP8	37671	FHLBDN	40,000,000.00	0.880	04/15/2010	04/28/2009	0.693	0.703	04/15 - At Maturity		30,734,044.44	30,734,044.44
313385VN3	37677	FHLBDN	20,000,000.00	0.490	04/14/2010	05/18/2009	0.499	0.506	04/14 - At Maturity		19,908,894.44	19,908,894.44
313385YE0	37682	FHLBDN	20,000,000.00	0.560	08/17/2010	06/19/2009	0.570	0.578	08/17 - At Maturity		19,887,066.67	19,887,066.67
313385ZA7	37688	FHLBDN	20,000,000.00	0.510	07/07/2010	07/15/2009	0.519	0.526	07/07 - At Maturity		19,898,850.00	19,898,850.00
313385ZK6	37689	FHLBDN	24,000,000.00	0.500	07/16/2010	07/22/2009	0.509	0.516	07/16 - At Maturity		23,880,333.33	23,880,333.33
313385ZY6	37690	FHLBDN	25,000,000.00	0.470	07/29/2010	08/12/2009	0.478	0.485	07/29 - At Maturity		24,885,437.50	24,885,437.50
313385VN3	37691	FHLBDN	12,000,000.00	0.350	04/14/2010	08/13/2009	0.357	0.362	04/14 - At Maturity		11,971,533.33	11,971,533.33
313385P75	37718	FHLBDN	35,000,000.00	0.380	11/17/2010	12/18/2009	0.386	0.392	11/17 - At Maturity		34,876,605.56	34,876,605.56
313385ZX7	37719	FHLBDN	20,000,000.00	0.230	07/28/2010	12/29/2009	0.233	0.236	07/28 - At Maturity		19,973,038.90	19,973,038.90
313384BB4	37730	FHLBDN	10,000,000.00	0.330	01/28/2011	01/27/2010	0.335	0.340	01/28 - At Maturity		9,966,633.33	9,966,633.33
313385VN3	37744	FHLBDN	50,000,000.00	0.090	04/14/2010	03/18/2010	0.090	0.091	04/14 - At Maturity		49,996,625.00	49,996,625.00
313385VN3	37745	FHLBDN	50,000,000.00	0.090	04/14/2010	03/18/2010	0.090	0.091	04/14 - At Maturity		49,996,625.00	49,996,625.00
313397VN8	37717	FHLMCD	50,000,000.00	0.110	04/14/2010	12/18/2009	0.110	0.112	04/14 - At Maturity		49,882,125.00	49,882,125.00
313589L84	37718	FHLMCD	10,000,000.00	0.330	10/25/2010	12/18/2009	0.335	0.340	10/25 - At Maturity		9,971,491.67	9,971,491.67
313397YS4	37731	FHLMCD	40,000,000.00	0.155	08/29/2010	01/29/2010	0.155	0.157	08/29 - At Maturity		39,973,822.22	39,973,822.22
313397S28	37732	FHLMCD	10,000,000.00	0.300	12/06/2010	01/29/2010	0.304	0.309	12/06 - At Maturity		9,974,000.00	9,974,000.00
313589VN0	37695	FNMADN	30,000,000.00	0.210	04/14/2010	09/15/2009	0.212	0.215	04/14 - At Maturity		29,963,075.00	29,963,075.00
313589J79	37698	FNMADN	15,000,000.00	0.350	10/08/2010	11/03/2009	0.358	0.360	10/08 - At Maturity		14,950,562.50	14,950,562.50
313589N82	37702	FNMADN	35,000,000.00	0.320	11/10/2010	11/17/2009	0.325	0.330	11/10 - At Maturity		34,888,622.23	34,888,622.23
313589P80	37703	FNMADN	30,000,000.00	0.280	11/18/2010	11/24/2009	0.284	0.288	11/18 - At Maturity		29,916,233.33	29,916,233.33
313589M75	37704	FNMADN	20,000,000.00	0.270	11/01/2010	11/25/2009	0.274	0.278	11/01 - At Maturity		19,948,850.00	19,948,850.00
313589P80	37705	FNMADN	20,000,000.00	0.270	11/18/2010	12/02/2009	0.274	0.278	11/18 - At Maturity		19,947,350.00	19,947,350.00
313589R54	37708	FNMADN	20,000,000.00	0.300	12/01/2010	12/09/2009	0.305	0.309	12/01 - At Maturity		19,940,500.00	19,940,500.00
313589VNO	37709	FNMADN	50,000,000.00	0.110	04/14/2010	12/11/2009	0.110	0.112	04/14 - At Maturity		49,981,055.56	49,981,055.56
313589M42	37710	FNMADN	20,000,000.00	0.310	10/29/2010	12/14/2009	0.315	0.319	10/29 - At Maturity		19,945,061.11	19,945,061.11
313589M26	37713	FNMADN	40,000,000.00	0.330	10/27/2010	12/15/2009	0.335	0.340	10/27 - At Maturity		39,884,133.33	39,884,133.33
313589R54	37721	FNMADN	30,000,000.00	0.440	12/01/2010	12/29/2009	0.447	0.454	12/01 - At Maturity		29,876,433.33	29,876,433.33
313589T86	37723	FNMADN	25,000,000.00	0.430	12/20/2010	01/07/2010	0.437	0.443	12/20 - At Maturity		24,896,381.95	24,896,381.95
313589T86	37725	FNMADN	30,000,000.00	0.400	12/20/2010	01/07/2010	0.407	0.412	12/20 - At Maturity		29,884,333.33	29,884,333.33
313589T86	37727	FNMADN	25,000,000.00	0.340	12/20/2010	01/15/2010	0.345	0.350	12/20 - At Maturity		24,919,958.33	24,919,958.33
313589AM7	37728	FNMADN	30,000,000.00	0.330	01/12/2011	01/22/2010	0.335	0.340	01/12 - At Maturity		29,902,376.00	29,902,376.00
313589G72	37729	FNMADN	40,000,000.00	0.210	08/22/2010	01/27/2010	0.212	0.215	08/22 - At Maturity		39,944,466.67	39,944,466.67
313397YF2	37733	FNMADN	20,000,000.00	0.150	08/18/2010	02/04/2010	0.150	0.152	08/18 - At Maturity		19,988,833.33	19,988,833.33

Portfolio ALCO
CC
PM (PRF_PMS) 7.2.5

**Alameda County Treasury
Portfolio Management
Investment Status Report - Investments
March 31, 2010**

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Issues - Discount												
313588B80	37734	FNMADN	10,000,000.00	0.360	01/28/2011	02/08/2010	0.366	0.371	01/26 - At Maturity		9,964,800.00	9,964,800.00
313588BZ7	37737	FNMADN	30,000,000.00	0.380	02/17/2011	02/25/2010	0.388	0.392	02/17 - At Maturity		29,886,950.00	29,886,950.00
313588YU1	37739	FNMADN	25,000,000.00	0.150	07/01/2010	02/28/2010	0.150	0.152	07/01 - At Maturity		24,986,979.17	24,986,979.17
313588CN3	37742	FNMADN	30,000,000.00	0.430	03/02/2011	03/11/2010	0.437	0.444	03/02 - At Maturity		29,872,433.33	29,872,433.33
313588CV5	37743	FNMADN	15,000,000.00	0.460	03/09/2011	03/17/2010	0.468	0.475	03/09 - At Maturity		14,931,575.00	14,931,575.00
313397WK3	37884	FREDIE	30,000,000.00	0.450	05/05/2010	06/30/2009	0.458	0.465	05/05 - At Maturity		29,884,125.00	29,884,125.00
313397WK3	37886	FREDIE	20,000,000.00	0.410	05/05/2010	07/10/2009	0.418	0.423	05/05 - At Maturity		19,931,894.44	19,931,894.44
313397YL9	37699	FREDIE	20,000,000.00	0.200	06/23/2010	11/04/2009	0.202	0.205	06/23 - At Maturity		19,974,333.33	19,974,333.33
313397M32	37701	FREDIE	20,000,000.00	0.330	10/28/2010	11/10/2009	0.335	0.340	10/28 - At Maturity		19,935,466.67	19,935,466.67
313397WJ8	37711	FREDIE	25,000,000.00	0.140	05/04/2010	12/15/2009	0.140	0.142	05/04 - At Maturity		24,986,388.89	24,986,388.89
313397WS8	37715	FREDIE	40,000,000.00	0.150	05/12/2010	12/16/2009	0.150	0.152	05/12 - At Maturity		39,975,500.00	39,975,500.00
313397YR8	37720	FREDIE	50,000,000.00	0.210	08/28/2010	12/29/2009	0.210	0.213	08/28 - At Maturity		49,947,208.33	49,947,208.33
313397YB1	37724	FREDIE	10,000,000.00	0.150	06/14/2010	01/07/2010	0.150	0.152	06/14 - At Maturity		9,993,416.67	9,993,416.67
313396AK9	37728	FREDIE	15,000,000.00	0.380	01/10/2011	01/12/2010	0.386	0.392	01/10 - At Maturity		14,942,525.00	14,942,525.00
313397P62	37735	FREDIE	22,000,000.00	0.270	11/18/2010	02/09/2010	0.274	0.277	11/18 - At Maturity		21,953,800.00	21,953,800.00
313397F89	37736	FREDIE	40,000,000.00	0.250	09/15/2010	12/14/2009	0.254	0.257	09/15 - At Maturity		39,923,811.11	39,923,811.11
313397P95	37738	FREDIE	25,000,000.00	0.270	11/19/2010	02/25/2010	0.273	0.277	11/19 - At Maturity		24,949,937.50	24,949,937.50
313397T27	37740	FREDIE	20,000,000.00	0.290	12/14/2010	02/26/2010	0.294	0.298	12/14 - At Maturity		19,953,116.67	19,953,116.67
313396BY8	37741	FREDIE	25,000,000.00	0.350	02/18/2011	03/03/2010	0.356	0.361	02/18 - At Maturity		24,914,930.58	24,914,930.58
313397P70	37746	FREDIE	15,000,000.00	0.330	11/17/2010	03/19/2010	0.337	0.341	11/17 - At Maturity		14,966,587.50	14,966,587.50
Federal Agency Issues - Discount Totals			1,463,000,000.00				0.289	0.303		0.00	1,399,531,930.56	1,399,531,930.56
Local Agency Investment Funds												
SYS40003	40003	LAIF	40,000,000.00	0.990			0.976	0.990	03/31 - Quarterly		40,000,000.00	40,000,000.00
Local Agency Investment Funds Totals			40,000,000.00				0.976	0.990		0.00	40,000,000.00	40,000,000.00
Medium Term Notes												
097023B80	46562	BOEING	500,000.00	1.875	11/20/2012	02/22/2010	1.620	1.643	05/20 - 11/20	2,395.83	503,100.00	505,495.83
Medium Term Notes Totals			500,000.00				1.620	1.643		2,395.83	503,100.00	505,495.83
Mutual Funds and Open Repo												
SYS70047	70047	AMBEA1	0.00	5.260			5.188	5.260	07/30 - Quarterly		0.00	0.00
SYS70048	70048	AMBEA2	46,000,000.00	0.200			0.197	0.200	06/30 - Monthly		46,000,000.00	46,000,000.00
SYS70037	70037	BLACKR	600,000.00	0.030			0.030	0.030	10/31 - Monthly		500,000.00	500,000.00

**Alameda County Treasury
Portfolio Management
Investment Status Report - Investments
March 31, 2010**

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Mutual Funds and Open Repo												
SYS70049	70049	CALBK	60,000,000.00	1.400			1.381	1.400	07/31 - Monthly		60,000,000.00	60,000,000.00
SYS70050	70050	CALTRU	0.00	2.420			2.387	2.420	09/30 - Monthly		0.00	0.00
SYS70057	70057	EWEST	49,000,000.00	1.050		11/19/2009	1.038	1.050	11/30 - Monthly		49,000,000.00	49,000,000.00
SYS70035	70035	FEDERA	0.00	5.180			5.109	5.180	07/01 - Monthly		0.00	0.00
SYS70007	70007	FICP	35,000,000.00	0.020			0.020	0.020	07/01 - Monthly		35,000,000.00	35,000,000.00
SYS70056	70056	FICP	33,000,000.00	2.130		03/27/2009	2.101	2.130	03/27 - Monthly		33,000,000.00	33,000,000.00
SYS70053	70053	FSAGOV	15,000,000.00	0.030		12/11/2007	0.030	0.030	12/31 - Monthly		15,000,000.00	15,000,000.00
SYS70042	70042	FSALAP	0.00	0.100			0.089	0.100	10/24 - Monthly		0.00	0.00
SYS70043	70043	FSAPRI	67,000,000.00	0.030			0.030	0.030	10/24 - Monthly		67,000,000.00	67,000,000.00
SYS70041	70041	JPMORG	45,000,000.00	0.190			0.187	0.190	06/30 - Monthly		45,000,000.00	45,000,000.00
SYS70044	70044	MERGOV	0.00	2.170			2.140	2.170	09/05 - Monthly		0.00	0.00
SYS70040	70040	MILE	49,000,000.00	0.050			0.049	0.050	02/23 - Monthly		49,000,000.00	49,000,000.00
SYS70045	70045	MORGAN	0.00	0.060			0.059	0.060	09/30 - Monthly		0.00	0.00
SYS70052	70052	MORGAN	65,000,000.00	0.060			0.059	0.060	07/01 - Monthly		65,000,000.00	65,000,000.00
SYS70051	70051	UBOC	70,000,000.00	0.130			0.128	0.130	11/30 - Monthly		70,000,000.00	70,000,000.00
SYS70055	70055	UBOC2	70,000,000.00	0.130		11/24/2008	0.128	0.130	11/30 - Monthly		70,000,000.00	70,000,000.00
SYS70054	70054	UNITED	0.00	1.180		01/11/2008	1.184	1.180	01/31 - Monthly		0.00	0.00
SYS70046	70046	WMSCAP	5,000,000.00	0.110			0.108	0.110	04/30 - Monthly		5,000,000.00	5,000,000.00
Mutual Funds and Open Repo Totals			609,500,000.00				0.407	0.413		0.00	609,500,000.00	609,500,000.00
Treasury Securities - Coupon												
912828HX1	80185	TNTS	5,000,000.00	2.125	04/30/2010	05/05/2008	2.384	2.417	10/31 - 04/30	Received	4,971,875.00	4,971,875.00
912828MR8	80209	TNTS	10,000,000.00	2.375	02/28/2015	03/01/2010	2.362	2.395	08/31 - 02/28	645.38	9,990,629.25	9,991,274.63
Treasury Securities - Coupon Totals			15,000,000.00				2.369	2.402		645.38	14,962,504.25	14,962,149.63
Treasury Securities - Discount												
912795UJ3	85148	TBILLS	15,000,000.00	0.260	06/17/2010	09/25/2009	0.263	0.267	06/17 - At Maturity		14,971,291.67	14,971,291.67
912795UJ0	85152	TBILLS	15,000,000.00	0.340	09/23/2010	10/09/2009	0.346	0.350	09/23 - At Maturity		14,950,588.33	14,950,588.33
912795UJ2	85155	TBILLS	20,000,000.00	0.370	10/21/2010	10/22/2009	0.376	0.381	10/21 - At Maturity		19,925,177.78	19,925,177.78
912795UJ8	85185	TBILLS	15,000,000.00	0.160	06/03/2010	12/04/2009	0.160	0.162	06/03 - At Maturity		14,987,933.33	14,987,933.33
912795UJ3	85167	TBILLS	25,000,000.00	0.170	06/17/2010	12/04/2009	0.172	0.174	06/17 - At Maturity		24,976,978.17	24,976,978.17
912795UJ3	85171	TBILLS	40,000,000.00	0.140	06/17/2010	12/14/2009	0.142	0.144	06/17 - At Maturity		39,971,222.24	39,971,222.24
912795UJ5	85173	TBILLS	40,000,000.00	0.170	07/15/2010	12/15/2009	0.172	0.176	07/15 - At Maturity		39,959,955.56	39,959,955.56
912795UJ1	85177	TBILLS	20,000,000.00	0.160	09/24/2010	01/04/2010	0.160	0.162	09/24 - At Maturity		19,984,800.00	19,984,800.00
912795V40	85178	TBILLS	25,000,000.00	0.320	02/10/2011	02/11/2010	0.325	0.330	02/10 - At Maturity		24,919,111.00	24,919,111.00

Portfolio ALCO
CC
PM (PRF_PMS) 7.2.6

**Alameda County Treasury
Portfolio Management
Investment Status Report - Investments
March 31, 2010**

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Treasury Securities - Discount												
912795V40	85179	TBILLS	20,000,000.00	0.350	02/10/2011	02/19/2010	0.356	0.361	02/10 - At Maturity		19,930,777.78	19,930,777.78
		Treasury Securities - Discount Totals	235,900,000.00				0.231	0.234		0.00	234,577,806.86	234,577,806.86
		Investment Totals	3,156,138,444.44				0.680	0.690		254,089.20	3,152,448,043.89	3,162,702,133.09

Albany Unified School District

Independent Contractor Agreement

THIS AGREEMENT, made this 27th day of May, 2010 between Mary Townsend, an independent contractor, (Contractor), having a principal place of business at _____, and the Albany Unified School District ("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2011, unless sooner terminated.

II. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR

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

III. COMPENSATION

- A. In consideration for the services and/or materials referenced in Article II, scope of work by contract, District agrees to pay \$17,000.00 (seventeen thousand dollars and no cents), and reimbursement of appropriate travel expenses and a maximum of \$200.00 for necessary supplies. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

IV. OBLIGATION OF CONTRACTOR

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

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

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item IV-D () is (X) is not applicable to this agreement.

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

V. LIABILITY

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

own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that any be instituted against the District for any such claim or demand and pay or satisfy and judgment, including attorney fees and costs, that may be rendered against the District in any such action, suit or legal proceeding.

VI. ENTIRETY OF AGREEMENT

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

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

VII. ATTORNEY FEES

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

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

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

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
District Superintendent

Independent Contractor

Date

Social Security or Federal I.D. #

Exhibit "A"

Description of Services

Description of Services:

Planning and Facilitating District Strategic Plan

Date(s) Services to be performed:

District Management Retreat (August 2010)

School Walkthroughs and Coaching for Superintendent/Internal Facilitator and 2 Principals (September and October 2010)

Fall ½ Day Progress/Update Meeting for Strategic Planning Team (November 2010)

Fall ½ Day Board Study Session and ½ Day Leadership Meeting (November 2010)

School Walkthroughs and/or Coaching for Superintendent/Internal Facilitator and 2 Principals (January and February 2011)

Spring Annual Strategic Planning Team Meetings (March or April 2011)

Spring ½ Day Board Study Session and ½ Day Leadership Meeting (April 2011)

Site Planning Support

Assist with Developing District Leadership Training

Monthly Coaching and Follow-up for Superintendent, Internal Facilitator and School Principals

Exhibit "B"

INDEPENDENT CONTRACTOR
CERTIFICATION OF
EMPLOYEE CLEARANCE

Name of Company/Individual: Mary Townsend

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ FAX: _____

Email: marytownsend@cox.net

Contact Person: same as above

I certify that:

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

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

<u>Mary Townsend</u>	<u>Educational Consultant</u>
Print Name	Title

_____	_____
Signature	Date

Albany Unified School District
Independent Contractor Agreement

THIS AGREEMENT, made this 27th day of May, 2010 between Joanne Wile, an independent contractor, (Contractor), having a principal place of business at _____, _____, _____, and the Albany Unified School District ("District"), mutually agree as follows:

I. TERMS OF THE CONTRACT

- A. This Agreement will become effective as of the date above and will continue in effect through June 30, 2011, 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 \$50.00/hour at a cost not to exceed \$10,000.00. Unless otherwise provided for in Article II, payment of expenses shall be made within sixty (60) days upon completion/delivery of goods and accompanied by invoices and appropriate supporting documentation. Invoices shall be submitted to the attention of the Albany Unified School District, Attention: Accounts Payable, along with completed W-9 Form (copy attached).
- B. The District reserves the right to withhold payment until order is completed and/or accepted by the District.

IV. OBLIGATION OF CONTRACTOR

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

Compensation for his/her own employees and business expenses for maintaining his/her office.

- C. The Contractor shall not assign, transfer, convey, sublet or other wise dispose of this contract or its right, title or interest therein, or any part thereof, such attached or purported assignments, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and the contract may, at the option of the District be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the contractor, and to its purported assignee or transferee.

Item IV-D () is (X) is not applicable to this agreement.

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

V. LIABILITY

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

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

VI. ENTIRETY OF AGREEMENT

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

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

VII. ATTORNEY FEES

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

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

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

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
District Superintendent

Independent Contractor

Date

Social Security or Federal I.D. #

Exhibit "A"

Description of Services

Description of Services:

LICENSED CLINICAL SOCIAL WORKER

The position is responsible for administrative and clinical oversight of the counseling programs within the Albany Unified School District. Responsibilities include development of policies and procedures, recruitment of interns and supervisors, and liaisons with community schools, agencies, and resources. The position reports to the Superintendent of the Albany Unified School District and to the Director of Berkeley/Albany Mental Health Services.

Job Responsibilities:

- A. Develop counseling policies and procedures
- B. Develop program descriptions
- C. Recruit volunteer faculty supervisors
- D. Conduct monthly supervisor meetings
- E. Coordinate resource development and planning with local graduate schools and community agencies
- F. Develop the counseling program for first through fifth grades at the Albany elementary schools
- G. Supervise the senior social worker at the middle school and high school
- H. Participate in program planning with other school counselors and the school Superintendent
1. Other duties, as necessary

Date(s) Services to be performed:

July 1, 2010 – December 31, 2011

**ALBANY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into effective May 17th, 2002 (the "Effective Date"), by and between the Albany Unified School District ("District") and Natan Kuchar ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"): [insert services to be provided or include as Exhibit A] Creation of new website and its design for NR SELPA
2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.
3. Term. This Agreement shall begin on May 17th, 2010, and shall terminate upon completion of the Services, but no later than June 30 2010 ("Term"), except as otherwise stated in Paragraph 4 below. There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
4. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party, however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. Payment. District agrees to pay Contractor at the rate of \$ 40.00 per hour. The rate shall not be increased by Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed \$ 1000.00. District agrees to pay Contractor within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation reasonably requested by District. Any work performed by Contractor in excess of said amount shall not be compensated.
6. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
7. California Residency. Contractor and the Contractor Parties shall be residents of the State of California.
8. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from

and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including but not limited to Contractor's or the Contractor Parties' use of the site; Contractor's or the Contractor Parties' performance of the Services; Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement; injury to or death of persons or damage to property or delay or damage to District or the District Parties; or for any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

- 9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 8 above, District reserves the right to require contractor to procure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits not less than \$100,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate; if applicable; and neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.
- 10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
- 11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.
- 12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- Contractor and the Contractor Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.
- The following Contractor Parties have more than limited contact (as determined by District) with District students during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

- All of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

13. Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

Contractor Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

The following Contractor Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor Parties was examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.

16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.

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

18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

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

20. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

21. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

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

23. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.

- 24. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 25. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

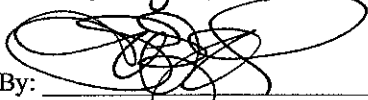
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.


DISTRICT:

CONTRACTOR:

ALBANY UNIFIED SCHOOL DISTRICT
North Region SELPA

NATAN KUCHAR : KUCHIKOO!

By: 
 Name: Suzanne A. Nelson
 Title: North Region SELPA Director

By: 
 Name: NATAN KUCHAR
 Title: WEB DESIGNER, DIRECTOR

Address for District Notices:

Address for Contractor Notices:

Albany Unified School District
904 Talbot Avenue
Albany, CA 94706

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 2, 2010

ITEM: **APPROVE LEASE/PURCHASE CONTRACT WITH
VEND-UCATION FOR VENDING MACHINES AT
ALBANY HIGH SCHOOL**

PREPARED BY: Clell Hoffman, Executive Chef

TYPE OF ITEM: **Business & Operations**

BACKGROUND INFORMATION:

Albany Unified School District requests Board of Education approval to lease/purchase food vending machines for Albany High School.

FINANCIAL INFORMATION:

Please see attached.

RECOMMENDATION: Approve lease/purchase contract with Vend-ucation for vending machines at Albany High School.

Vending

Two vending machines will be placed at the high school. One of the machines will be placed in the lobby of the theater building and one on the second floor. There is a need for these vending machines for several reasons:

- 1) The break is not long enough to serve all of students who would like to purchase food.
- 2) There is a need for students to be able to purchase food when the cafeteria is closed, after school and for those who do not have a first period.
- 3) The implementation of these machines will increase a la carte sales to help food services reach the goal of being self-supporting.

The foods to be sold in the vending machines will adhere to the AUSD wellness policy. Nutrition is an important component of an educational program and by providing students additional access to food, the vending program will contribute to the success of the student's educational experience.

The financial breakdown is as follows:

	Unit cost	Total Cost
2 Vending machines	\$5,450	\$10,900
2 Credit card & vend management program	\$695	\$ 1,390
2 Delivery, installation	\$350	\$700
Training, internet connection	\$150	\$300
Total Cost		\$13,290
 Initial cash outlay		 \$ 00.00
 Ongoing software support annual fee	 \$15.00	 \$ 30.00
 Four year Municipal Lease: 10 payments per year		 \$458.48 per month
 Cost per day		 \$25.47
 Present Vending Net Revenue (beverages only)		 \$50.00 per day

The lease may be terminated at the end of the 1st, 2nd or 3rd year. After the 40th payment, the machines would be owned by AUSD.

The credit card & vend management program will enable the monitoring of customer usage by computer. This would increase efficiency of restocking and enable analysis of sales for maximum profits.



Healthy Vending Machine for Public Schools

123 Stark Hwy So

Dunbarton NH 03046

800-633-1200

info@venducation.com

<http://www.venducation.com>

May 24, 2010

Clell Hoffman

Albany Unified School District

Albany CA

Clell:

This quote addresses two of the combination MAX machines on a cash only basis, but upgradable to integrate with School House POS.

Here is a break down of the costs with the features you itemized:

	<u>Unit Cost</u>	<u>Total Cost</u>
2 Vending Machines (MAX... as seen on our website)	\$5,450	\$10,900
Web based management capability . . . Hardware cost	\$ 695	\$ 1,390
Ongoing software support (monthly fee)	\$ 15	\$ 30
Inbound freight, delivery, installation	\$ 350	\$ 700
On site set up, testing, internet & telemetry integration	\$ 150	\$ 300

Purchase \$13,290
 Municipal Lease/purchase 10 payments per year \$ 428.48/month

Cost per machine per school day during lease: \$12.90

Cost per school day per machine over projected machine life (12 years): \$4.97

New products that can be sold: dry snacks, sandwiches, fruit, cider, any beverages not currently being sold through the vending machine.

If you have questions about this quote, please call or email me.

Jim Dillingham

President

JKD/dkd

MUNICIPAL LEASE
INLAND FINANCE COMPANY
8040 University, Des Moines, Iowa, USA 50325

P39

1. LESSEE

(Name) Albany Unified School District (D/B/A)
(Address) 904 Talbot Ave
(City) Albany (State) CA (County) (Zipcode) 94706

3. LEASE AGREEMENT

Inland Finance Company (INLAND) hereby leases to Lessee, and Lessee hereby leases from INLAND, the personal property described below, together with attachments and accessories, all herein referred to as "Equipment", upon the terms and conditions set forth in this lease.

EQUIPMENT: Quantity	Equipment Model & Description	Accessories	Serial Number
2	Alpine ST5000 MAX	Vendnovation	

TRANSACTION TERMS: 40 payments are to be made over 48 months with no payments in any July or August.

MONTHLY RENTAL \$428.48 LEASE TERM 48 MONTHS
SALES AND USE TAX -0- NUMBER OF ADVANCE PAYMENTS (If applicable): NA
AMOUNT OF MONTHLY PAYMENTS \$428.48 SECURITY DEPOSIT \$ -0-

EQUIPMENT LOCATION (If different from Lessee address above)
(Address) (City) (State) (County) (Zipcode)

4. TERM, RENT

(A) The Term of this Agreement will commence on the date of its acceptance by INLAND and will expire on the last day of the 48th full calendar month after the day the Equipment is received ("Receipt"). However, such expiration will not release the Lessee from its duty to perform any and all obligations under the Agreement. (B) Rent will be payable 30 days after Receipt of the equipment (unless the Lessee has complied with (C) hereunder) and in all events on the same day of each month thereafter.

5. END OF TERM AGREEMENT

Lessee and INLAND hereby agree that the Lessee will purchase AS-IS-WHERE-IS interest in all, but not less than all, of the equipment leased or otherwise included under the lease at the expiration of the term thereof for \$1.00 from INLAND, it being understood that there is no voluntary right of early termination under the lease.

6. NON-APPROPRIATION OF FUNDS LEASE.

The parties understand that as long as Lessee has sufficient appropriated funds to make the payments above, it will keep this agreement in effect through the term of the agreement and make all payments. The Lessee may terminate this agreement at the end of the first, second or third year in the event the Lessee fails to appropriate sufficient funds to meet its obligation thereunder. The obligation of the Lessee to make Base Payments under the agreement is payable from funds of the Lessee lawfully available therefor. Such obligation does not constitute debt of the Lessee within the meaning of any constitutional or statutory limitation and does not constitute a liability or a lien or a charge upon the funds or property of the Lessee beyond the fiscal year for which the Lessee has allocated funds to pay Base Payments. At the end of each year the Lessee shall have the right to end the Lease by returning the equipment, less reasonable wear, or purchasing the equipment at a cost less than the remaining total lease payments. After the 40 payments are made the equipment will become the property of the Lessee.

7. AUTHORIZED SIGNER: a duly authorized signer for the Lessee must execute This Lease and the signer's title or representative capacity must be indicated. The signer warrants that he/she has authority to bind the named Lessee.

LESSEE: Albany Unified School District
BY: _____ ACCEPTED: Inland Finance Company
TITLE: _____ BY: _____
DATE: _____ DATE: _____

THIS LEASE INCLUDES ALL THE TERMS AND CONDITIONS ON THE REVERSE SIDE

7. **NOTICE OF DEFECTS.** Upon Receipt of the Equipment, Lessee immediately will inspect the Equipment and notify INLAND of any defects in the Equipment. No defect in the equipment will relieve Lessee of its obligations after delivery is accepted.

8. **TITLE.** The Equipment is and shall at all times be and remain, the sole and exclusive property of INLAND, and the Lessee shall have no right, title, or interest therein except as expressly set forth in this Lease. Lessee shall have no rights to mortgage or encumber the Equipment and Lessee covenants that it will keep said Equipment free and clear of all liens and encumbrances. The Equipment is and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now or hereafter become in any manner affixed or attached to real property or any building thereon, and, upon expiration or termination of this Lease for any reason, Lessee consents to the taking or possession and/or removal by INLAND of such Equipment regardless of the manner or degree to its attachment to the premises or improvements thereon and also waives against INLAND and its successors any and all claims for damages to said premises by reason of the taking possession or and/or removal of said Equipment.

9. **INSURANCE.** Lessee, at its expense will provide and maintain physical damage insurance coverage against all risks of direct physical loss or damage to the Equipment in an amount at least equal to the replacement cost. INLAND is to be named as an additional loss payee of such insurance. Within ten (10) business days after the commencement of this lease, Lessee shall provide IFC with a certificate or other proof of insurance required by this paragraph. If Lessee fails to do so, Lessee shall pay Lessor the sum of \$75 per leased machine.

10. **TAXES.** If applicable, Lessee will pay any and all Federal, state and local taxes (including sales, use excise, gross receipts, personal property, ad valorem stamp, documentary and other taxes), including penalties, interest and fines, whether payable by INLAND or Lessee, with respect to the Equipment, its ownership, use, value, delivery, transportation, registration, or operation, on or with respect to rental payments due or to become due hereunder, and on or relating to the Lease. When legally possible, Lessee agrees to pay such taxes directly to the taxing authority and to prepare and file all returns and schedules required by taxing authorities in connection therewith and furnish copies to INLAND at its request. Upon notice, Lessee will immediately reimburse INLAND for any of the above-described taxes, permits and licenses paid for by INLAND that are the responsibility of Lessee under REIMBURSEMENT BY LESSEE listed below.

11. **GENERAL.** This Lease constitutes the entire agreement between INLAND and Lessee with respect to the Equipment and supersedes all prior communications including all oral and written proposals. This Lease may not be modified, amended, altered or changed except by a written agreement signed by both INLAND and Lessee. All matters arising under or with respect to this Lease shall be governed by Iowa law, and any action to enforce this Lease or to obtain judgment for any amounts owing hereunder may be commenced in the District Court of Iowa in and for Polk County, and Lessee consents to the jurisdiction of such court over the person of the Lessee and agrees that service of process as provided by the statutes and rules of procedure of Iowa for nonresident persons or foreign corporations deemed to be doing business in Iowa shall be sufficient. Any provision of this Lease prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of the Lease. All notices to be given under this Lease shall be made in writing and mailed to the other party at its address set forth herein or at such address as such party may provide in writing from time to time. If there is more than one lessee named herein, the liability of each shall be joint and several. No obligation of INLAND hereunder shall survive the Lease term or the earlier termination of this Lease. This Lease is not binding on INLAND until accepted in writing by an official of INLAND.

12. **AUTHORITY.** The signer of this Lease, executing this Lease on behalf of Lessee, hereby certifies that he has been duly authorized by Lessee to execute and deliver this Lease and related documents to INLAND, and that the execution and delivery of this Lease is in the ordinary course of business for Lessee and the undersigned is acting within the scope of his authority to bind Lessee to this agreement.

13. **REIMBURSEMENT BY LESSEE.** Lessee shall reimburse INLAND forthwith for any and all payments of any type which may be made by INLAND and for which Lessee is liable by the terms of this Lease.

14. **RISK OF DAMAGE TO EQUIPMENT.** Until the Equipment has been returned to INLAND as provided herein, the Lessee shall bear all risks of loss, theft, damage or destruction, partial or complete of the Equipment from whatever source arising, and will hold INLAND harmless therefrom and from all claims and liens for storage, labor, materials and unpaid rent on any premises on which the Equipment is located, incurred by or on behalf of the Lessee in connection with the Equipment. No loss, theft, destruction or damage of the Equipment shall relieve Lessee of the obligation to pay rent or any other obligation under the Lease. In the event of loss, theft or damage of any kind whatsoever to the Equipment or any part thereof, Lessee, at the option of INLAND, shall (a) repair or restore the Equipment to good condition and working order; or (b) replace the same with like property in good repair, condition and working order, which shall become the property of INLAND.

15. **REPAIRS, USE, ALTERATIONS.** Lessee, at its own cost and expense, will shelter the Equipment and will keep the Equipment in good repair and proper working order, ordinary wear and tear excepted, and will furnish and all parts or devices required to keep the Equipment in such condition. Lessee will use the Equipment in a careful manner and will comply with all Federal, state, municipal, and other laws, regulations and ordinances relating to the possession, use or maintenance of the Equipment. INLAND will have the right from time to time during reasonable business hours to enter upon Lessee's premises or elsewhere to confirm the existence, condition or proper maintenance of the Equipment. Lessee shall not make alterations, changes, additions or improvements to the Equipment, except as constitute ordinary maintenance and repairs or except for improvements and additions which are previously approved in writing by INLAND and are readily removable without causing material damage to the Equipment, which such latter improvements or additions shall be the property of Lessee. The Equipment will be delivered to and kept at Lessee's address specified herein, and will not be removed without INLAND's prior written consent.

16. **OFFSET.** Lessee waives any and all existing and future claims and offsets against any rent or other payments due hereunder and agrees to pay the rent and other amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

17. **LIMITATION OF LIABILITY.** In no event shall INLAND be liable for loss of profits, loss of use, or direct, indirect, special, incidental or consequential damages of any kind, in connection with or arising out of the furnishing, performance, maintenance or use of any item of Equipment or services provided for in this Lease or out of any breach of this Lease or obligations under this Lease. If the intended use of the Equipment by Lessee is declared to be in violation of existing or future enacted federal, state or local regulations or statute, Lessee must continue to make the lease payments contemplated by this lease.

19. **INDEMNIFICATION.** Lessee will indemnify INLAND against and hold harmless INLAND from any and all claims, actions, proceedings, expenses, damages, liabilities, losses, obligations, injuries, penalties, liens, costs and expenses, including attorneys' fees arising in connection with the Equipment, including, but not limited to, its manufacture, selection, purchase, delivery-possession, use ownership, location, installation, leasing, renting, control, maintenance, repair, operation or return and the recovery of claims under insurance policies thereon. Lessee agrees that upon written notice by INLAND of the assertion of any Claims against INLAND, Lessee will assume full responsibility for the defense thereof. The provisions of this paragraph will survive the termination or expiration of this Lease whether by passage of time or otherwise.

19. **RELATIONSHIP OF LESSOR AND VENDOR.**

(c) **Vendor Not an Agent.** Lessee understands and agrees that neither vendor nor any salesman or other agent of vendor, is an agent of INLAND. No salesman or agent of vendor is authorized to waive or alter any term or condition of this Lease and no representation as to equipment or any other matter by vendor shall in any way affect Lessee's duty to pay rent or perform its other Lease obligations.

(d) **Lessee Selects Equipment.** Lessee has selected both the leased property and the supplier from who INLAND is to purchase the leased property. INLAND makes no warranties, either express or implied, as to any matter whatsoever including the condition of the leased property, its merchantability or fitness for

(a) **Limitations of Liability.** INLAND shall not be liable for any consequential or incidental damages, including but not limited to personal injuries, repairs to the Equipment or the real or personal property where the Equipment is located, or loss of profits and earnings, loss of property, loss of sales, claims of Lessee's customers, or other costs which are the fault of Lessee's use of the Equipment, or any failure of the Equipment.

(b) **Claim Against Vendor.** If Equipment is not properly installed, does not operate as represented or warranted by Vendor, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against Vendor and shall nevertheless pay INLAND all rent payable under this Lease. INLAND hereby assigns to Lessee, solely for the purposes of making and presenting any said claim, all of the rights which INLAND has against Vendor for breach of warranty or other representations respecting the Equipment. Lessee agrees to hold INLAND free and harmless from any defect or other problem with the equipment. Lessee further recognizes that regardless of profits or lack of profitability through the use of this equipment, Lessee agrees to make the monthly payment expressed above for the entire lease term.

20. **OTHER CONTRACTS.** Lessee warrants and represents that the lease of the equipment being herein leased by Lessee is not in violation of any contractual obligation of Lessee to any third party including, but not limited to, any contractual obligation respecting the sale, use, lease or maintenance of vending machines and Lessee as a part of the consideration herein agrees to indemnify and hold harmless INLAND or assigns from and against all loss, damage, cost and expenses, actions, or causes of action arising directly or indirectly by virtue of any breach of this warranty and representation by Lessee.

21. **DEFAULT, REMEDIES, LIQUIDATED DAMAGES.**

(a) **Events of Default. Except for the Non-Appropriation of Funds under Section 5,** Lessee will be in default under this Lease upon the happening of any one or more of the following events or conditions ("Events of Default"); (1) if Lessee fails to pay any rent or other amount due under this Lease within 30 days after the same is due and payable; or (2) if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, unless Lessee cures this default within 10 days after receiving written notice from INLAND specifying such default; or (3) if any levy, seizure or attachment is made upon any or all of the Equipment or Lessee's interest therein.

(b) **Remedies Upon Default.** Upon the occurrence of any Event of Default and at any time thereafter, INLAND without any further notice may exercise any one or more of the following remedies: (1) declare all unpaid rentals and other amounts due and to become due under this Lease by INLAND to be immediately due and payable; (2) take possession of the Equipment, wherever found, and for such purpose enter into any premises of, or under control of, Lessee or any agent of Lessee and remove all or any part of the Equipment, Lessee hereby waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession; (3) cause Lessee at its expense to return the Equipment promptly to INLAND; (4) sell or lease the Equipment or any part thereof at public auction or by private sale or lease at such time or times and upon such terms as INLAND may determine, free and clear of any rights of Lessee and, if notice thereof is required by law, the mailing of written notice of any such sale or lease by INLAND to Lessee not less than five days prior to the date thereof shall constitute reasonable notice to Lessee unless otherwise required by applicable law; (5) proceed by appropriate action either by law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; (6) terminate this Lease as to any or all items of Equipment; provided, however, that a termination hereunder will be effective only upon written notice by INLAND to Lessee and only with respect to such item or items of Equipment as INLAND specifically elects to terminate in such notice; (7) exercise any and all rights accruing to a lessor under any applicable law upon default by a Lessee. None of the remedies under this Lease are exclusive, but they will be cumulative and each remedy will be additional to any other remedy referred to in this Subparagraph (b) or otherwise available to INLAND in law or in equity. Any repossession or subsequent sale or lease by INLAND of any item or Equipment shall not bar an action for a deficiency as herein provided and the bringing of an action or entry or judgment against the Lessee shall not bar INLAND's right to repossess any or all items of Equipment.

(c) **Liquidated Damages.** As an alternative to the remedies contained in Subparagraph (b)

above, upon the occurrence of an Event of Default and at any time thereafter, INLAND may elect to terminate this Lease and receive liquidated damages from Lessee equal to: (1) all rentals and other amounts due and unpaid at the date of lease termination, plus (2) 25% of the supplier's then current suggested retail price for new equipment of the same type as the Equipment. Lessee acknowledges that the amount of such liquidated damages is reasonable considering the expenses of recovery of possession, transportation, reconditioning and setup which must be incurred by INLAND in order to re-lease or sell the Equipment after such lease termination.

23. **LATE CHARGES.** If Lessee fails to pay within 10 days after the due date thereof, any part of the rent hereunder or any other sum required to be paid by Lessee to INLAND hereunder, Lessee will pay to INLAND a late charge of 5 cents per dollar overdue, in addition to other amounts owing here under.

24. **ASSIGNMENT.** INLAND may assign this Lease and/or mortgage the Equipment, in whole or in part, without notice to Lessee; and its assignee or mortgagee may reassign this Lease and/or such mortgage, without notice to Lessee. Each such assignee and/or mortgagee will have all of the rights but none of the obligations of INLAND under this lease. Lessee will recognize each such assignment and/or mortgage and will not assert against the assignee and/or mortgagee any defense, counterclaim, or setoff that Lessee may have against INLAND. In the event of any assignment of rental payments hereunder and written notice thereof to Lessee, Lessee will pay directly to any such assignee all rentals and other sums due or to become due under this Lease.

25. **NONWAIVER.** No covenant or condition of this lease can be waived except by the written consent of INLAND. Forbearance or indulgence by INLAND in any regard whatsoever will not constitute a waiver of the covenant or condition to be performed by Lessee to which the same may apply, and, until complete performance by Lessee of said covenant or condition, INLAND shall be entitled to invoke any remedy available to INLAND under this Lease or by law or in equity despite said forbearance or indulgence.

26. **ADDITIONAL DOCUMENTS, MODIFICATION.** Lessee will execute and deliver to Lessor such additional documents as INLAND may deem necessary or desirable for purposes of recording, filing or otherwise protecting the interest of INLAND in the Equipment and this Lease. This Lease can be modified only by a written addendum to the Lease executed by INLAND and Lessee.

25. **ATTORNEY'S FEES.** In the event that Lessor shall commence any legal action against Lessee by reason of the alleged failure of Lessee to perform or keep any term, covenant or condition of this Lease to be performed or kept by Lessee, INLAND shall be entitled to recover, in addition to its court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any.

Inland Municipal Lease 040506

Initials _____

Search [Email] Search [Local] Save Advanced Search the Web... Standard version Offline version Help Log Out

Mail Address Book Calendar Tasks IM [Beta] Documents Briefcase Preferences

New Get Mail Reply Reply to All Forward Junk View

Close **RE: Vending RFP**

From	Subject
Clell Hoffman	Do you do leasing or can you connect me with a leasing company. If you do the leasing or arrange for the lease what are the terms?
Vik Wasu	Capacity for the Food Machines is 30 items, we can customize these machines with some cost. For example, if you want them to vend some gran...
Clell Hoffman	Vik, I want three refrigerated machines. I need to know capacity in these \$4700 machines. Also is there software that would allow computer moni...
Vik Wasu	Clell, Are you looking for 2 non-ref and 1 ref machine? My price for Non-Ref machines is \$3700.00. Refrigerated machines cost approx. \$4700.00 ...

Subject: RE: Vending RFP

Sent By Vik Wasu On: October 14, 2009 8:41 AM
 To: "Clell Hoffman" <choffman@ausdk12.org>

Capacity for the Food Machines is 30 items, we can customize these machines with some cost. For example, if you want the machine by adding motors and coils which will end up costing an additional \$300. This will be the ideal setup for your : and food items in one machine. The monitoring system will cost \$350 per machine and you will have an ongoing monitoring this in the chart below:

Machine with ideal school configuration:
\$5,000.00

Wireless monitoring system:
\$350.00 with an ongoing \$10/month charge per machine

Delivery / Installation:
\$200 per machine (includes training)

Regards,
 Vik Wasu
 AI Distributing, Inc
 O: 916-429-4450
 F: 916-429-2943
 www.aidistributing.net

CONFIDENTIALITY NOTICE: This email may contain confidential and privileged material for the sole use of the intended rec. others is strictly prohibited. If you have received this communication in error, please notify the sender immediately by your computer. Thank you.

-----Original Message-----
 From: Clell Hoffman [mailto:choffman@ausdk12.org]
 Sent: Wednesday, October 14, 2009 8:37 AM
 To: Vik Wasu
 Subject: Re: Vending RFP

Chats Sent Drafts (5) Junk (46) Trash Journal Notes Buddy List Tags Zimlets Local

May 2010						
S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 2, 2010

**ITEM: APPROVE THE REVISED 2010-11 ALBANY ADULT
SCHOOL SALARY SCHEDULE**

PREPARED BY: Laurie Harden, Assistant Superintendent, Business Services

TYPE OF ITEM: Consent

BACKGROUND INFORMATION:

The Albany Adult School pay schedule was revised in 2007. Due to significant changes in funding, the salary schedule has been reviewed and revised to clarify implementation and assure compensation comparability with surrounding districts.

The attached pay schedule is recommended, which reflects the following changes:

- Implement two pay rates, one for credentialed and one for non-credentialed.
- Increase the rate for credentialed employees (currently \$28.00/hour) to \$29.00/hour, which is an average pay rate for Adult School teachers in our area.
- Continue the current non-credentialed at \$26.00/hour, which is average for our area.
- Implement an hourly non-teaching rate of \$15.00/hour. Presently, teachers are either not compensated or paid their hourly teaching rate for meeting time.

FINANCIAL INFORMATION:

Funded with Adult Education class fees.

RECOMMENDATION: Approve the revised 2010-11 Albany Adult School salary schedule.

Albany Unified School District

Albany Adult School Salary Schedule
2010-11

Adult Education Credentialed (Non-ATA) Hourly Rate	29.00
Non-Credentialed Hourly Rate	26.00
Staff Meeting/Extra Duty Hourly	15.00

Board Approved : June 2, 2010



CALIFORNIA STATE
UNIVERSITY
E A S T B A Y

CALIFORNIA STATE UNIVERSITY, EAST BAY
25800 Carlos Bee Blvd, Hayward, CA 94542

Procurement & Support Services

Telephone: (510) 885-3842 Fax: (510) 885-7484

Albany Unified School District
Director of Certificated Personnel/HR
Attn: Diane Marie
904 Talbot Avenue
Albany CA 94706

RE: Student Clinical Placement Agreement

Dear Ms Marie:

California State University, East Bay requests the opportunity to enter into a Student Clinical Placement agreement with Albany Unified School District for the university students to participate in a Clinical field study experiences at your district.

Please review and have the appropriate person in your organization to sign and return three copies for final execution of the agreement to,

California State University, East Bay
Procurement Office, WA 715
Attn: Deborah A Haynes
25800 Carlos Bee Blvd
Hayward CA 94542

School Districts are required to complete the school board certification. One fully executed agreement will be return to you for your files.

Sincerely,

Deborah A Haynes
Buyer II
deborah.haynes@csueastbay.edu

CALIFORNIA STATE UNIVERSITY, EAST BAY
AGREEMENT FOR FURNISHING CLINICAL EXPERIENCE
AND THE USE OF CLINICAL FACILITIES

THIS AGREEMENT, made and entered into this 19th day of May, **2010**, by and between the Trustees of the California State UNIVERSITY, hereinafter called the "**TRUSTEES**", on behalf of California State UNIVERSITY, East Bay, hereinafter called the "**UNIVERSITY**", and Albany Unified School District herein after called the "**AGENCY**".

WITNESSETH

WHEREAS, **TRUSTEES** have approved a Clinical School Counseling and/or School Psychology Program for **UNIVERSITY** and such program requires clinical experience and the use of clinical facilities; and

WHEREAS, **UNIVERSITY** requires special facilities for the purpose of providing training and desires to supplement its Program through supplemental clinical experience in usage of facilities at **AGENCY**; and

WHEREAS, **AGENCY** has facilities and programs available to furnish such clinical experience, and as a community and professional service, is willing, under the terms and conditions hereinafter set forth, to allow **UNIVERSITY** to utilize its facilities for clinical experience of **UNIVERSITY** Program participants; and

WHEREAS, **AGENCY** desires to maintain and improve its existing standards of **AGENCY** care and medical education by affiliating with **UNIVERSITY** for the limited purposes of this agreement; and

WHEREAS, it is to the mutual benefit of the parties that students enrolled in the Program at the **UNIVERSITY** be afforded the opportunity to utilize the facilities of **AGENCY** to supplement their learning experience;

THEREFORE, AGENCY AND UNIVERSITY HEREBY MUTUALLY AGREE AS FOLLOWS:

- I. Subject to such reasonable rules and regulations as **AGENCY** shall from time to time adopt, **AGENCY** shall:
 - A. Participate with **UNIVERSITY** in planning and implementing the clinical education of students;
 - B. Afford to each student designated in writing by **UNIVERSITY** pursuant to Section II hereof the opportunity to participate in those types of clinical training experiences which may be made available at **AGENCY** that are agreed upon by **AGENCY** and **UNIVERSITY**, and permit such students, as well as **UNIVERSITY** faculty, access to **AGENCY** for such periods of time and for such clinical experiences as may from time to time be determined by **AGENCY** and **UNIVERSITY**; provided, however, that the clinical experiences to be afforded hereby shall take place only at such times and places as to minimize interference with normal **AGENCY** routine;
 - C. Provide facilities for the changing of uniforms and for the storage of clothing and personal effects, and allow students and instructors at their own expense to use cafeteria facilities and other facilities used by **AGENCY** personnel, all to the extent that such space is available and as **AGENCY** may agree from time to time;
 - D. Have the right to require the withdrawal from **AGENCY** of any student who does not comply with the requirements of the program or the rules and regulations of the **AGENCY**;
 - E. Designate lines of authority and communication for relations between **UNIVERSITY** faculty and **AGENCY** personnel so as to carry out the purposes of the agreement;
 - F. Permit members of the staff of **AGENCY** to participate in clinical experiences to be afforded to the

P46 students of **UNIVERSITY** on an advisory and consulting basis at such times and in such number as **AGENCY** shall determine, to the extent that such participation does not interfere with normal **AGENCY** activity;

G. Provide on any day that a student is receiving clinical experience at the **AGENCY** pursuant to this agreement emergency health care for illnesses resulting from the participation by such student in the program, as well as first aid for accidents sustained by a student; provided, however, that the sole and exclusive authority to determine the duration and extent of necessary emergency health care services shall be vested in **AGENCY**, and **AGENCY'S** determination in this regard shall be conclusive. In addition, the aforementioned emergency health care services shall also be provided to any member of the faculty of **UNIVERSITY** participating in the program, on the same terms and conditions set forth above regarding students. All costs for such emergency health care service shall be paid by student and/or faculty;

H. Respect and maintain the confidentiality of information furnished by **UNIVERSITY** and **AGENCY**;

II. **UNIVERSITY** shall:

A. Participate with **AGENCY** in planning and implementing the clinical education of students;

B. Designate in writing, prior to the commencement of each clinical program and sufficiently in advance to allow convenient planning by **AGENCY**, the names of those students registered for program training courses at **AGENCY**. The number of students eligible to participate in a program shall be determined by the agreement of **AGENCY** and **UNIVERSITY**;

C. Recommend for clinical education only those students who possess a satisfactory record and have met the minimum requirements established by **UNIVERSITY** for the particular program;

D. Furnish to the **AGENCY**, or have each student furnish to **AGENCY** upon request, copies of the State-approved fingerprinting background check clearance and the Certificates of Clearance documentation that each student's immunizations and blood-borne pathogens training are in accordance with the **AGENCY'S** health policies. The health documentation should include written evidence of the following:

1. P.P.D. skin test and, if positive a chest x-ray
2. Rubella titer
3. Rubeola vaccination or titer
4. Hepatitis B-surface antigen/antibody
5. CPR proficiency
6. Hepatitis Vaccine

E. Designate lines of authority and communication for relations between the **UNIVERSITY** faculty and **AGENCY** personnel so as to carry out the purpose of the agreement;

F. Provide instructors with such qualifications, in sufficient number, and at such times as are approved by **AGENCY**, so that the purposes of this agreement can be met. **UNIVERSITY** shall be responsible for the training of such instructors and for acquainting them with **AGENCY'S** policies and practices regarding clinical instructing. The instructors shall meet periodically at such times as **AGENCY** and **UNIVERSITY** shall determine with designated **AGENCY** personnel to review student progress and the program in general;

G. Retain general responsibility for instruction, supervision, control, evaluation and related matters concerning student participation in the clinical program at **AGENCY**, subject to such sharing of responsibility with **AGENCY** as shall be agreed upon by **AGENCY** and **UNIVERSITY**. Student discipline shall be the exclusive responsibility of the **UNIVERSITY**; however the **AGENCY** retains the right to terminate the participation of any student who, at the discretion of the **AGENCY** or the **UNIVERSITY**, does not comply with the requirements of the program or the rules and regulations of the **AGENCY**;

H. Enforce the rules, regulations and requirements governing the students participating in the clinical program; said rules, regulations and requirements to be agreed upon by **AGENCY** and **UNIVERSITY**.

I. Provide all educational supplies and equipment necessary for the instruction of students participating in the clinical program and be exclusively responsible for the care and control of all such educational supplies and equipment. Periodically, it may be necessary for **AGENCY** to provide educational supplies not previously planned for by the **UNIVERSITY** and necessary to the immediate and effective operation of the program. **UNIVERSITY** agrees to reimburse **AGENCY** for items approved in advance only by the **UNIVERSITY** by both the Speech Pathology and Purchasing Departments. Invoices to cover said items shall be submitted in triplicate to the **UNIVERSITY** Accounting Office and shall reference **UNIVERSITY** Purchase Order Number.

J. Agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.

K. Mandatory Instruction and Reporting: Before a student is assigned to the **AGENCY** for placement in a student teaching assignment the **UNIVERSITY** shall instruct such Student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).

III. It is understood and agreed by the parties that all student participants shall be considered learners. They shall not engage in-patient care activities and shall not replace **AGENCY** staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

IV. Except as specifically provided in this agreement, or in any subsequent amendment thereto, no monetary obligation on the part of the **UNIVERSITY** or the **AGENCY** is hereby created; consideration for this agreement furnished by the mutual promises of the parties.

V. Neither the **UNIVERSITY** nor staff nor students shall by virtue of this agreement be an employee of the **AGENCY** for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges or benefits of **AGENCY** employees. **UNIVERSITY** shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it under this agreement. **UNIVERSITY** assumes exclusively the responsibility for the acts of its employees and students as they relate to this agreement.

VI. **UNIVERSITY** shall require that students and instructors provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by **AGENCY**, in accordance with **AGENCY**'s bylaws, rules, and regulations.

AGENCY shall require that instructors provide and maintain professional liability coverage in the amount of \$1,000,000 per claim with a total of \$3,000,000 in aggregate, with insurance carriers approved by **UNIVERSITY**, in accordance with **UNIVERSITY**'s bylaws, rules, and regulations.

VII. The **STATE of CALIFORNIA** has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a **STATE** agency, the California State University, Office of the Chancellor, the **TRUSTEES**, and its system of campuses are included in this self-insured program. Under this form of insurance, the **STATE** and its employees are insured for any tort liability that may develop through carrying out official activities, including **STATE** office operation on non-state owned property in an amount no less the \$1,000,000 per person, and no less than \$2,000,000 aggregate per occurrence, and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.

The **AGENCY** shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$ 1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement.

The **STATE of CALIFORNIA** has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation Benefits for all State employees, as required by the Labor

The **STATE OF CALIFORNIA** shall provide notice to students that neither **STATE** nor **AGENCY** will provide Worker's Compensation coverage in the event of injury or condition sustained in relationship to activities contemplated by this agreement.

VIII. **UNIVERSITY** agrees to save harmless and indemnify the **AGENCY** against all claims, demands, suits, judgments, expenses, and costs of any and every kind arising out of this Agreement resulting from the negligent acts, errors or omissions of the School, or faculty, in so far as it may legally do so, on account of the injury or death of persons, or loss or damage to equipment upon the property of the **AGENCY**. In addition **UNIVERSITY** assures the **AGENCY** that the students are covered by a Professional Liability policy wherein the **AGENCY** will be an "additional insured" .

The **AGENCY** agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, East Bay and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the **AGENCY** or its employees, agents or volunteers in the performance of this Agreement.

IX. It is understood and agreed that **AGENCY** shall have the right to require all students who are designated for participation in clinical education hereunder to agree in writing to release **AGENCY** and all of its representatives from liability for any and all acts performed in good faith and without malice in connection with such clinical education.

X. It is understood and agreed that **AGENCY** shall have the right to require all students who are designated for participation in clinical education hereunder to authorize and consent in writing to the release of information by **AGENCY** and its representatives to **UNIVERSITY** concerning student's competence, ethics, character and performance in the program as long as such releases of information is made in good faith and without malice and to agree in writing to release **AGENCY** and all of its representatives from liability for so doing.

XI. **UNIVERSITY** agrees that it shall not use the name of the **AGENCY** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **AGENCY** thereto.

AGENCY agrees that it shall not use the name of the **UNIVERSITY** in any advertising campaign or in the solicitation of prospective students without the prior written approval of the **UNIVERSITY** thereto.

XII. **UNIVERSITY** shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **AGENCY** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

AGENCY shall not assign, sell, or otherwise transfer this agreement or any interest herein without prior written consent of **UNIVERSITY** thereto; provided, however, such consent shall not be unreasonably withheld. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

XIII. This agreement shall become effective upon execution and shall continue until December 31, 2014; provided, however, it may be terminated by either party after giving the other party 30 days advance written notice of its intention to so terminate; provided further, however, that any such termination by the **AGENCY** shall not be effective, at the election of **UNIVERSITY**, as to any student who at the date of mailing of said notice by **AGENCY** was participating in said program until such student has completed the program for the then current academic year. **AGENCY** and **UNIVERSITY**, except when so waived in writing by the other party, shall each perform fully any obligations under this agreement relating to an event occurring or circumstances existing prior to the date of termination. In addition, the **UNIVERSITY** and the **AGENCY** shall endeavor to meet at least one time within the ninety-(90) days prior to the anniversary date of the agreement for purposes of reviewing the status of

the agreement and the program conducted hereunder.

XIV. Any notice required or permitted to be given by this agreement shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, as follows:

A. Notice to **AGENCY:** Albany Unified School District
 Director of Certificated Personnel/HR
 904 Talbot Avenue
 Albany CA 94706

B. Notice to **UNIVERSITY:**
 Mail three copies to: Deborah A Haynes, Buyer II
 California State University East Bay
 Procurement Office – WA 715
 25800 Carlos Bee Blvd
 Hayward, CA 94542

This agreement may be altered, changed or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

ALBANY UNIFIED SCHOOL DISTRICT

CALIFORNIA STATE UNIVERSITY EAST BAY

By _____
 Name _____
 Title _____
 Date _____

By _____
 Name Deborah Haynes
 Title Buyer II
 Date _____

SCHOOL BOARD CERTIFICATION

CALIFORNIA STATE UNIVERSITY EAST BAY

By _____
 Name _____
 Title _____
 Date _____

By _____
 Name Laura Learned
 Title Contract Coordinator
 Date _____

Albany Unified School District
FUND 14 - Relocation Cost Summary By Site
 As of May 24, 2010

Moving Income			
City of Albany Total		\$	30,000.00
UC Village Total		\$	73,613.00
Total Moving Income		\$	103,613.00
Moving Expenditures			
<u>Site</u>	<u>Amount Encumbered</u>	<u>Amount Expended</u>	<u>Total Amount</u>
District Office Total	\$ 17,894.75	\$ 133,513.35	\$ 151,408.10
Ocean View Total	\$ -	\$ 44,326.19	\$ 44,326.19
Children's Center Total	\$ 15,194.05	\$ 40,431.19	\$ 55,625.24
MacGregor Total	\$ 10,403.60	\$ 51,919.73	\$ 62,323.33
Adult School Total	\$ -	\$ 1,864.51	\$ 1,864.51
Total Moving Expenditures	\$ 43,492.40	\$ 272,054.97	\$ 315,547.37
Expenditures Less Income			\$ 211,934.37

Site No.	Site Name	Ref#	Pay To Name	Journal #	Description	Trans Dt	Encumbered	Expenditure
000	District Office	P10-00804	APPLE COMPUTER INC.	EX10-04340	WIRELESS AIRPORTS	05/07/10	.00	349.01
000	District Office	P10-00912	BAY ALARM	EN10-04189	FIRE ALARM & SECURITY SYSTEM FOR NEW D.O.	05/17/10	4,747.00	.00
000	District Office	P10-00912	BAY ALARM	ATTN: LAURIE	FIRE ALARM & SECURITY SYSTEM FOR NEW D.O.	05/24/10	.00	4,748.00
000	District Office	P10-00688	CAL WEST CONCRETE CUTTING INC.	EN10-03428	HOLES FOR ELECTRIC & A/C PIPING TO CONDENSER	03/09/10	500.00	.00
000	District Office	R10-01305	CLARK ELECTRICAL CONTRACTORS	EX10-01760	TECH MATERIALS	01/13/10	.00	1,268.23
000	District Office	R10-01305	CLARK ELECTRICAL CONTRACTORS	EX10-01761	TECH MATERIALS	01/13/10	.00	1,063.73
000	District Office	R10-01305	CLARK ELECTRICAL CONTRACTORS	EX10-01762	TECH MATERIALS	01/13/10	.00	1,853.31
000	District Office	P10-00779	CLARK ELECTRICAL CONTRACTORS	EN10-03766	INSTALL ELECTRICAL CONDUIT & WIRE/NEW D.O.	04/09/10	5,000.00	.00
000	District Office	P10-00704	CLARK ELECTRICAL CONTRACTORS	EX10-03745	DISASSEMBLE SERVER RACK AT NEW D.O. TRAILER	04/09/10	.00	475.00
000	District Office	P10-00753	CLARK ELECTRICAL CONTRACTORS	EX10-03889	ELECTRICITY FOR NEW D.O.	04/19/10	.00	7,677.64
000	District Office		CLARK ELECTRICAL CONTRACTORS	EX10-04001	ELECTRICITY FOR NEW D.O.	04/26/10	.00	2,325.14
000	District Office		CLARK ELECTRICAL CONTRACTORS	EX10-04002	NEW D.O. TELEPHONE & DATA	04/26/10	.00	14,979.79
000	District Office	P10-00783	DANA MILNER	EX10-04499	PROVIDE & INSTALL DRAINAGE PIPE/NEW D.O.	05/24/10	.00	2,950.00
000	District Office	P10-00894	DANA MILNER	EX10-04500	MATERIALS & SERVICES / NEW D.O. - RAMP ENTRY	05/24/10	.00	14,000.00
000	District Office	P10-00710	DESIGN SPACE MODULAR BUILDINGS	EN10-03765	D.O. RELOCATE/ASSEMBLE & MONTHLY LEASE	04/08/10	1,740.00	.00
000	District Office	P10-00710	DESIGN SPACE MODULAR BUILDINGS	EN10-03818	D.O. RELOCATE/ASSEMBLE & MONTHLY LEASE	04/14/10	720.00	.00
000	District Office	P10-00710	DESIGN SPACE MODULAR BUILDINGS	EX10-04535	D.O. RELOCATE/ASSEMBLE & MONTHLY LEASE	05/24/10	.00	4,169.72
000	District Office	P10-00710	DESIGN SPACE MODULAR BUILDINGS	EX10-04535	D.O. RELOCATE/ASSEMBLE & MONTHLY LEASE	05/24/10	.00	41,490.00
000	District Office		FIA CARD SERVICES	EX10-02706	MAINT SUPPLIES, MAINT SUPPLIES FOR DIST MOVE (MURP	02/23/10	.00	191.38
000	District Office		FIA CARD SERVICES	EX10-02706	MAINT SUPPLIES, MAINT SUPPLIES FOR DIST MOVE (MURP	02/23/10	.00	45.26
000	District Office	P10-00631	HD SUPPLY	EX10-04395	FLOOD LIGHT	05/13/10	.00	48.13
000	District Office	P10-00671	HD SUPPLY	EX10-04394	RUBBER WALL BASE/MOVE	05/13/10	.00	203.99
000	District Office	P10-00567	HOME DEPOT CREDIT SERVICES	EX10-03275	OPEN/HARDWARE FOR MOVE	03/17/10	5,187.75	1,527.15
000	District Office	P10-00443	HOWARD McNENNY	EX10-01425	ARCHITECTURAL CONSULTING SERVICES	05/07/10	.00	13,344.10
000	District Office		KEEP IT SIMPLE	EX10-04295	9 HP PRO CURVE GIGABIT TRANSCEIVER MODULES (MOVE	05/07/10	.00	5,569.40
000	District Office	P10-00503	KEEP IT SIMPLE	EX10-02021	SWITCH FOR NEW SITES	01/25/10	.00	9,047.79
000	District Office	P10-00578	KEEP IT SIMPLE	EX10-02526	HP GBIC MODULE FOR D.O. (MOVE)	02/17/10	.00	2,912.89
000	District Office	P10-00794	LONE STAR MODULAR CONSTRUCTION	EX10-04509	REMOVE & INSTALL WINDOWS & CABINETS IN NEW D.O.	05/24/10	.00	3,125.00
000	District Office	P10-00833	OFFICE DEPOT	EX10-04491	BOXES FOR MOVE	05/24/10	.00	111.52
000	District Office	P10-00791	OFFICE DEPOT	EX10-04099	MOVING BOXES	05/03/10	.00	37.17
District Office Total							17,894.75	133,513.35

Site No	Site Name	Ref#	Pay To Name	Journal #	Description	Trans Dt	Encumbered	Expenditure
004	Ocean View	P10-00481	ADVANCED MODULAR EXPRESS, INC	EX10-02944	MODULAR CLASSROOM MOVE	03/02/10	.00	12,875.00
004	Ocean View	P10-00569	BILL'S UNDERGROUND	EX10-03156	INSTALL PLUMBING, TANK & PUMP FOR TOILETS	03/11/10	.00	7,500.00
004	Ocean View	P10-00482	CAPITOL VALLEY CONSTRUCTION	EX10-02872	SERVICEMWORK ON PORTABLES	03/02/10	.00	7,500.00
004	Ocean View		DAVID BURKE	IFC10-00010	INVOICE #1, 2, 3 & 4 ON-CALL FACILITY CONSULTING	02/17/10	.00	3,300.00
004	Ocean View	P10-00499	FAR WEST SANITATION AND	STO EX10-02232	LIFT BED TRACK	02/02/10	.00	250.00
004	Ocean View	P10-00499	FAR WEST SANITATION AND	STO EX10-02233	LIFT BED TRACK	02/02/10	.00	250.00
004	Ocean View	P10-00499	FAR WEST SANITATION AND	STO EX10-02234	LIFT BED TRACK	02/02/10	.00	250.00
004	Ocean View	P10-00499	FAR WEST SANITATION AND	STO EX10-02235	LIFT BED TRACK	02/02/10	.00	150.00
004	Ocean View	R10-01465	FIA CARD SERVICES	EX10-01998	12/09 CHARGES MAINT SUPPLIES	01/25/10	.00	39.99
004	Ocean View		FIA CARD SERVICES	EX10-03205	MAINT SUPPLIES (MURPHY)	03/17/10	.00	1,878.93
004	Ocean View	P10-00592	HD SUPPLY	EX10-03119	CABINETS, CEILING TILE (MOVE)	03/11/10	.00	1,068.26
004	Ocean View	P10-00567	HOME DEPOT CREDIT SERVICES	EX10-02812	OPEN/HARDWARE FOR MOVE	03/02/10	.00	2,019.58
004	Ocean View	P10-00518	K.W. CONSTRUCTION	EX10-02805	BATHROOM & BREAKROOM	03/02/10	.00	8,000.00
004	Ocean View		MICKEY CABODI	EX10-02673	PREP FOR TRIPLE WIDE PORTABLE/O.V.	02/19/10	.00	475.00
004	Ocean View		TOM MURPHY	EX10-02782	REIMB FOR U-HAUL TRUCK RENTAL	03/02/10	.00	77.03
004	Ocean View		SCHNITZER STEEL PRODUCTS	AR10-00078	RECYCLE STEEL	01/25/10	.00	607.60
004	Ocean View		SCHNITZER STEEL PRODUCTS	AR10-00079	RECYCLE STEEL	01/25/10	.00	700.00
	Ocean View Total						.00	44,326.19
029	Children's Center	P10-00780	A & E ASPHALT MAINT.	EX10-04249	CLEAN, TAC OIL & PAVE ADA WALKWAY AREA	05/03/10	.00	14,950.00
029	Children's Center	P10-00805	APPLE COMPUTER INC.	EX10-04341	WIRELESS AIRPORTS	05/07/10	.00	349.01
029	Children's Center	P10-00911	BATHROOM FURNITURE DIRECT	EN10-04188	6 TOILETS (ACC MOVE)	05/17/10	1,658.32	.00
029	Children's Center		DAVID BURKE	IFC10-00010	INVOICE #1, 2, 3 & 4 ON-CALL FACILITY CONSULTING	02/17/10	.00	3,300.00
029	Children's Center	P10-00674	ERIC ANGRSS DBA: ANGR	EX10-03529	TRIMS 6 TREES & REMOVE 1	03/25/10	.00	3,200.00
029	Children's Center	P10-00649	HD SUPPLY	EX10-03120	WATER HEATER (ACC MOVE)	03/11/10	.00	318.08
029	Children's Center	R10-01390	HOME DEPOT CREDIT SERVICES	EX10-01838	HARDWARE FOR MOVE	01/15/10	.00	4,688.70
029	Children's Center	P10-00443	HOWARD McNENNY	EX10-01425	ARCHITECTURAL CONSULTING SERVICES	05/07/10	.00	13,344.10
029	Children's Center		PASTIME ACE HARDWARE	EX10-02994	02/10 HARDWARE	03/08/10	.00	281.30
029	Children's Center	P10-00506	ROSS RECREATION EQUIPMENT	EN10-02299	REMOVE, TRANSPORT & REINSTALL PLAY EQUIPMENT	01/06/10	13,535.73	.00
	Children's Center Total						15,194.05	40,431.19
033	MacGregor	P10-00715	BATHROOM FURNITURE DIRECT	EX10-03628	TOILETS	04/01/10	.00	1,199.29
033	MacGregor	P10-00785	CDW GOVERNMENT INC	ATTN: EX10-04172	ELECTRIC SCREEN & PROJECTOR / COMPUTER LAB	05/03/10	.00	1,510.42
033	MacGregor	P10-00628	CLARK ELECTRICAL CONTRACTORS	EN10-03184	REWIRING INTERNET FOR NEW MAC HIGH	02/12/10	10,213.07	.00
033	MacGregor	P10-00627	CLARK ELECTRICAL CONTRACTORS	EX10-04428	NEW TRAINING LAB/COMPUTER LAB (MOVE)	05/13/10	.00	14,197.50
033	MacGregor		DAVID BURKE	IFC10-00010	INVOICE #1, 2, 3 & 4 ON-CALL FACILITY CONSULTING	02/17/10	.00	3,300.00
033	MacGregor	P10-00567	HOME DEPOT CREDIT SERVICES	EX10-04126	OPEN/HARDWARE FOR MOVE	05/03/10	.00	2,112.25
033	MacGregor	P10-00443	HOWARD McNENNY	EX10-01425	ARCHITECTURAL CONSULTING SERVICES	05/07/10	.00	13,344.10
033	MacGregor	P10-00810	KEEP IT SIMPLE	EX10-04389	3 HP PROCURVE SWITCH/NEW MAC HIGH SITE	05/13/10	.00	5,251.54
033	MacGregor	P10-00846	TRUITT & WHITE LUMBER CO	EN10-04027	10 WHITE FIRTEX BOARDS (FOR WHITE BOARDS)	05/07/10	190.53	.00
033	MacGregor	P10-00790	VERSA PRODUCTS INC.	EX10-04261	11 DESKS, WHEEL KITS/NEW MAC HIGH COMPUTER LAB	05/07/10	.00	11,004.63
	MacGregor Total						10,403.60	51,919.73
058	Adult School		CLARK ELECTRICAL CONTRACTORS	EX10-02672	ELECTRICAL WORK AT AAS	02/19/10	.00	1,645.26
058	Adult School	P10-00567	HOME DEPOT CREDIT SERVICES	EX10-04127	OPEN/HARDWARE FOR MOVE	05/03/10	.00	219.25
	Adult School Total						.00	1,864.51
	Grand Total						43,492.40	272,054.97

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 2, 2010

ITEM: APPROVE 2011-12 SCHOOL YEAR CALENDAR

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Review & Action

BACKGROUND INFORMATION:

The school calendar is negotiated by the Albany Teachers Association and the school district. The calendar contains 180 student instructional days and four professional development (non-student) days for teachers.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION: Approve Calendar for School Year 2011-12

Albany Teachers' Association DRAFT CALENDAR 2011 - 2012

Month	M	T	W	Th	F	Student Days	Comments	***** POSSIBLE CALENDAR *****
Aug	1	2	3	4	5	6	in the Month	
	8	9	10	11	12			
	15	16	17	18	19		Aug 22, 23 - Staff Development	
	22	23	24	25	26		Aug 24 - First Day of School	
	29	30	31			6		
Sept				1	2			
	5	6	7	8	9		Sept 5 - Labor Day	
	12	13	14	15	16			
	19	20	21	22	23			
	26	27	28	29	30	21		
Oct								
	3	4	5	6	7			
	10	11	12	13	14		Oct 10 - Staff Development	
	17	18	19	20	21			
	24	25	26	27	28			
	31					20		
Nov		1	2	3	4		Nov 11 - Veterans' Day - Holiday	
	7	8	9	10	11			
	14	15	16	17	18		Nov 24 Thanksgiving - Holiday	
	21	22	23	24	25		Nov 25 Board Holiday	
	28	29	30			19		
Dec				1	2			
	5	6	7	8	9			
	12	13	14	15	16			
	19	20	21	22	23		Dec 21 - Jan 3 - Winter Break*****	
	26	27	28	29	30	12		
Jan	2	3	4	5	6			
	9	10	11	12	13			
	16	17	18	19	20		Jan 16 - Martin Luther King, Jr Day	
	23	24	25	26	27			
	30	31				21		
Feb			1	2	3			
	6	7	8	9	10			
	13	14	15	16	17		Feb 20 - Presidents' D	
	20	21	22	23	24		Feb 21 - 24 Mid Winter Break	
	27	28	29			16		
Mar				1	2			
	5	6	7	8	9			
	12	13	14	15	16			
	19	20	21	22	23		March 23 - Staff Development	
	26	27	28	29	30	21		
Apr	2	3	4	5	6			
	9	10	11	12	13		April 9 - 13 Spring Break	
	16	17	18	19	20			
	23	24	25	26	27			
	30					16		
May		1	2	3	4			
	7	8	9	10	11			
	14	15	16	17	18			
	21	22	23	24	25		May 28 - Memorial Day	
	28	29	30	31		22		
June					1			
	4	5	6	7	8		June 8 - Last Day of School	
	11	12	13	14	15			
	18	19	20	21	22			
	25	26	27	28	29	6		

180 Instructional Days
4 Staff Development Da

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 2, 2010

ITEM: **CONDUCT 2ND READING AND APPROVE STUDENT
TEXTBOOK STATS: MODELING THE WORLD BY BOCK,
VELLEMAN, AND DE VEAUX (BVD)**

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction

TYPE OF ITEM: **Review and Action**

BACKGROUND INFORMATION:

The Albany Unified School District is seeking Board of Education approval to adopt a new Advanced Placement Statistics book for use at Albany High School starting in the 2010-11 school year. The AHS Math department currently uses the 3rd edition of Introduction to the Practice of Statistics by Moore and McCabe. This book was written in 1989, and updated in 1999.

AUSD is proposing the adoption the 3rd edition of Stats: Modeling the World by Bock, Velleman and De Veaux (BVD).

Statistics, particularly AP statistics is an evolving field. Methods, assumptions, and calculations are being re-evaluated by the professional community. A significant number of topics in the current book are no longer considered "best practice". Better methods have been developed for such basic concepts as calculating confidence intervals for an average value. Powerful calculators enable us to calculate what was once estimated; for example theoretical samples from a large population with a binomial distribution. With the current book, the teacher and students must carefully pick out the relevant information that is mixed in with outdated material, a difficult task when learning a complex subject.

The AP Statistics community generally recognizes three textbooks as the best to teach statistics to high school students and to maximize their achievement on the AP test. The adoption committee at AHS has carefully examined the three books, and found them all to be quite good. The committee has concluded that the BVD book is the easiest to understand of the three. The examples are very clear, and their context is accessible to all AHS students engaged in the study of Statistics. In addition, the BVD book re-uses some of the questions from the current textbook. If the BVD book is adopted, Statistics teachers will have two sources of questions for students to utilize in their studies.

RECOMMENDATION: Approve student textbook Stats: Modeling the World by Bock, Velleman, and De Veaux (BVD)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 2, 2010

ITEM: CONDUCT 2ND READING AND APPROVE BOARD POLICY SECTION 5000-5144, WITH THE EXCEPTION OF SECTION 5117 AND 5121-5125 (STUDENTS) (UNDER SEPARATE COVER)

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Action Item

BACKGROUND INFORMATION:

Pursuant to Governing Board Bylaws, staff members shall regularly review Governing Board policies, administrative regulations, and exhibits. The following revisions are presented for Governing Board consideration for appropriate action as recommended by staff.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION: Conduct 2nd reading and approve Board Policy section 5000-5144, with the exception of section 5117 (Students)

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Study Session Meeting of June 2, 2010

ITEM: CONTINUE 1ST READING OF BP/AR 5117 AND AR 5144.1 – BP/AR 5145.9 (STUDENTS)

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Review and Discussion

BACKGROUND INFORMATION:

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

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

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION:

It is recommended that the Governing Board:

- (1) Accept for a first-reading BP/AR 5117 and BP/AR 5145.11 – 5145.9 (Students), administrative regulations and/or exhibits.
- (2) Direct the Superintendent or her designee to further refine the documents as necessary and return them for a second reading at the June 15, 2010 meeting at which time the Governing Board will vote to adopt, approve or delete them as recommended.

Students

BP 5117(a)

INTERDISTRICT ATTENDANCE

Interdistrict Attendance Permits

California state law and the rules and regulations of the State Board of Education state a preference that students attend schools in their districts of residency. The district Board of Education believes that children should attend schools where they live. The Board shall consider requests for interdistrict attendance agreements in accordance with this general ~~principal~~ principle.

The Board of Education recognizes that students who reside in one school district may ~~choose~~ wish to attend school in another school district and that such choices are made for a variety of reasons. Because of capacity issues within the district and due to limited resources, the Board will consider approving such transfers on a case-by-case basis through an interdistrict transfer agreement with another school district. In the case of a student wishing to transfer into the district, the request will be considered when class enrollment or program availability will permit the attendance of an out-of-district student.

(cf. 5116.1 – Intradistrict Open Enrollment)

~~The Board desires to communicate with parents/guardians and students regarding the district's educational programs and services.~~

~~The Board recognizes that the district may be capable of serving additional students. Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case by case basis to meet individual student needs.~~

~~The interdistrict attendance permit shall not exceed a term of five years and shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied. (Education Code 46600)~~

~~The Superintendent or designee may deny interdistrict attendance permits because of overcrowding within district schools or limited district resources.~~

~~In the event that space is not available for all interdistrict transfer requests, the following priority will be used:~~

- ~~1st Priority: Albany Unified School District Employees (must work .40 FTE or more)~~
- ~~2nd Priority: City of Albany Employees (employed at least 20 hours a week)~~
- ~~3rd Priority: Children with a currently enrolled sibling(s) and would be concurrently enrolled in the district at the same time.~~
- ~~4th Priority: All other applicants.~~

BP 5117(b)

INTERDISTRICT ATTENDANCE (continued)

The Superintendent or designee of the district shall review all requests for interdistrict attendance agreements. The Superintendent is authorized to grant or deny interdistrict attendance requests.

The decision to admit out-of-district students is discretionary. When capacity exists, applications may be approved based on the following priorities:

Text Box 2

- 1st Priority: Students whose parents/guardians are employees of the Albany Unified School District (must work .40 FTE or more).
- 2nd Priority: Students whose parents/guardians are business owners/operators within district boundaries.
- 3rd Priority: Students whose parents/guardians are employed by the City of Albany (employed at least 20 hours per week)
- 4th Priority: All other applicants.

1st Priority: Students whose parents/guardians are employees of the Albany Unified School District (must work .40 FTE or more).

2nd Priority: Students whose parents/guardians are employed by the City of Albany, or employed within the district boundaries (employed at least 20 hours per week).

3rd Priority: Students whose siblings are ongoing interdistrict transfer students.

4th Priority: Students whose requests are based on a desire to ensure educational continuity.

5th Priority: All other applicants.

Notwithstanding these priorities, the Superintendent/designee may grant a transfer if, in the judgement of the ~~Superintendent~~ Superintendent/designee, the parents/guardians provide evidence of extraordinary circumstances warranting a transfer.

The Superintendent or designee may deny applications for interdistrict transfers due to space limitations or other non-discriminatory reasons. The Superintendent or designee may also revoke an interdistrict transfer permit for non-discriminatory reasons.

The parent/guardian of a student who is denied a transfer request pursuant to Education Code sections 46600-46611 shall receive timely notice, in accordance with law, regarding the

INTERDISTRICT ATTENDANCE (continued)

process for appeal to the Albany Unified School District Board of Education, and to the County Board of Education. A student whose request for transfer is based on his/her parent's employment within the district's boundaries, including employment by the district, shall not have the right to appeal a denial to the County Board.

Students who have been expelled from other school districts may not be admitted to the district on interdistrict attendance agreements during the period of their expulsions. Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials while expulsion proceedings are pending, or during the term of the expulsion.

Transportation will not be provided for students attending the district on interdistrict transfer agreements.

*Legal Reference:*EDUCATION CODE46600-46611 *Interdistrict attendance agreements*48204 *Residency requirements for school attendance*48300-48315 *Student attendance alternatives*48915 *Expulsion particular circumstances*48915.1 *Expelled individuals: enrollment in another district*48918 *Rules governing expulsion procedures*48980 *Notice at beginning of term*52317 *ROP, enrollment of students, interdistrict attendance*GOVERNMENT CODE6250-6270 *Public Records Act*

6250-6271

Students

AR 5117(a)

INTERDISTRICT ATTENDANCE**Interdistrict Attendance Permits**General Information

Requests for interdistrict attendance permits, both incoming and outgoing, shall be submitted to the employee in charge of interdistrict requests and ~~reviewed~~ reviewed annually by the Superintendent or designee. All requests, whether into or out of the district, are for one school year only and must be renewed annually. For transfers into the district, the student and parent/guardian must sign an Interdistrict Transfer Student Contract annually.

Each transfer request will be judged on its individual merits. All factual information and supporting documentation submitted with the transfer request will be subject to verification. Any transfer request containing or based upon false information will be denied or revoked, and the parent or guardian responsible will be referred to the appropriate legal authorities.

Subject to the priorities established by BP 5117, the Superintendent or designee may approve Interdistrict Attendance Agreements for the following reasons:

- ~~1. The student has a parent who is employed by the Albany Unified School District. Certificated and Classified employees must be employed at least 40 percent of full-time.~~
- ~~2. The student has a parent who is employed by the City of Albany. The parent must be employed in a paid position for a minimum of 20 hours per week annually. Proof of employment must be submitted annually and may be required by the district at any time.~~
- ~~3. When a student has a sibling(s) attending school in the receiving district, to avoid splitting the family's attendance~~
- ~~4. To allow children who have been enrolled in AUSD schools at the time their parents/guardians move out of the district including:

 - ~~a. To allow students to remain with a class graduating that year from an elementary, junior or senior high school~~
 - ~~b. To let high school seniors attend the same school they attended as juniors, even if their families moved out of the district during the junior year~~
 - ~~c. When a student will be living out of the district for one year or less~~~~
- ~~5. To allow a student whose family is renovating or building a new home in Albany, the student may be admitted upon submission of all of the following:~~

INTERDISTRICT ATTENDANCE (continued)

- a. ~~— A written statement by the parent/guardian certifying that construction has begun, with completion expected prior to the end of the semester~~
 - b. ~~— A building permit issued by the City of Albany~~
 - c. ~~— Proof that construction (pouring of foundation and/or actual erection of forms) is under way~~
 - 6. ~~— To meet the child care needs of a student. Such students may be allowed to continue to attend district schools only as long as they continue to use a child care provider within district boundaries~~
 - 7. ~~— When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the year in the district~~
 - 8. ~~— To meet a child's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel~~
- (cf. 6159 - Individualized Education Program)*
- 9. ~~— When recommended by the School Attendance Review Board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence~~
- (cf. 5113.1 - Truancy)*
- 10. ~~— When there is valid interest in a particular educational program not offered in the district of residence~~
 - 11. ~~— To provide a change in school environment for reasons of personal and social adjustment~~

~~Per BP 5116.1: In the event that space is not available for all interdistrict transfer requests, the following priority will be used:~~

~~1st Priority: Albany Unified School District Employees (must work .40 FTE or more)
#1 above~~

~~2nd Priority: City of Albany Employees (employed at least 20 hours a week) #2
above~~

AR 5117(c)

INTERDISTRICT ATTENDANCE (continued)

~~3rd Priority: a) Children with a currently enrolled sibling(s) who would be enrolled in the district at the same time. b) Children who have been enrolled in AUSD schools at the time their parents/guardians move out of the district.~~

~~4th Priority: All other applicants. #5-11 above~~

~~The school site and teacher assignment of children whose parents/guardians' residences are located outside the district will be the responsibility of the district in order to balance class size and composition. It may be necessary to have students move to different sites in subsequent school years.~~

Requests for Interdistrict Attendance Permits Into the District

1. The parent/guardian must first obtain approval for the student's transfer from the student's current district of residence on the appropriate form.
2. The Superintendent or designee may **approve, deny or place on the waiting list** requests for new interdistrict attendance permits that are approved by the district of residence and submitted to the Albany Unified School District by June 1 for the following school year. Applicants will be advised by the first week of the school year as to whether their applications have been approved, denied or wait-listed.
3. The Superintendent or designee may deny requests for interdistrict attendance permits if the district's facilities are overcrowded at the relevant grade level and based on other nonarbitrary considerations.
4. If the request for transfer is approved, the district retains the **authority right** to determine the specific school to which the student will be assigned. However, the district will attempt to accommodate a parent/guardian's request for placement in a specific school site, subject to the priorities and policies established in the district's residency regulations.
5. If the request for transfer is denied, the parent/guardian will be notified in writing of the right to appeal to the district Board of Education. If the appeal is denied by the Board of Education, the parent/guardian will be notified in writing regarding the process for appeal to the County Board of Education. An appeal to the County Board of Education must be made within thirty days of the district Board's denial. A student whose request for transfer is based on his/her parent's employment within the district's boundaries, including employment by the district, shall not have the right to appeal a denial to the County Board.

The Board requires that all requests for interdistrict attendance and the required supporting documentation be certified by the parent, guardian, childcare provider or caregiver under

INTERDISTRICT ATTENDANCE (continued)

penalty of perjury. The Superintendent or designee is responsible for confirming the accuracy of information contained in such requests and documentation; investigating any suspicion that information has been falsified; reporting such violations to the appropriate law enforcement agencies; and reporting such activities to the Board.

Requests for Renewal of Interdistrict Attendance Permits Into the District

Requests for renewal of interdistrict attendance permits into the district will be reviewed according to the process for new interdistrict attendance permits, with the following exceptions:

1. A request for renewal of an interdistrict attendance permit must be submitted by April 1st. Applicants will be advised by June 1 whether the application is approved or denied.
2. A request for renewal of an interdistrict attendance permit submitted after April 1 will be processed as a new request.
3. If admission to the district was approved *based on the location of the student's parent's employment*, the student shall be allowed to attend school in the district through the 12th grade, if the parent/guardian so chooses, subject to (1) **annual completion of the interdistrict application by the April 1st deadline to verify continued employment within the district according to proof acceptable to the district, consistent with the district's Residency Policy and Regulations;** and (2) **any other limitation as allowed by law, including violations of the Interdistrict Transfer Student Contract.**

Grounds for Approval

The Superintendent or designee may approve interdistrict attendance permits when capacity within the district exists. Students whose requests are denied solely because of lack of capacity within the district will be placed on a waiting list, and their applications will be considered if space becomes available.

INTERDISTRICT ATTENDANCE (continued)

Applications may be approved based on the following priorities:

Text Box 3

- 1st Priority: Students whose parents/guardians are employees of the Albany Unified School District (must work .40 FTE or more).
- 2nd Priority: Students whose parents/guardians are business owners/operators within district boundaries.
- 3rd Priority: Students whose parents/guardians are employed by the City of Albany (employed at least 20 hours per week)
- 4th Priority: All other applicants.

1st Priority: Students whose parents/guardians are employees of the Albany Unified School District (must work .40 FTE or more).

2nd Priority: Students whose parents/guardians are employed by the City of Albany, or employed within the district boundaries (employed at least 20 hours per week).

3rd Priority: Students whose siblings are ongoing interdistrict transfer students.

4th Priority: Students whose requests are based on a desire to ensure educational continuity

5th Priority: All other applicants.

Text Box 4

Regarding priorities 1 and 2, above, "employment" generally describes a relationship between an employer and an employee. **An employee does not include one who performs services as an independent contractor, but does include a person who is self-employed with a permanent place of business within the boundaries of the district. Interdistrict transfer applications siting employment within district boundaries must be supported by written verification by the employer (or by the parent/guardian, if self-employed) of employment of at least twenty (20) hours per week and for at least thirty (30) weeks per year. Verification shall be attached to the original application for an interdistrict attendance permit, and to each subsequent application.**

Regarding priority 4, above, "educational continuity" includes such considerations as the desire to complete the highest grade at a site or continuing education in the district after a number of years as a district student. Transfer requests also may be approved to allow a

INTERDISTRICT ATTENDANCE (continued)

student to complete a school year when the parent or guardian has moved out of the district during the year, or to continue attendance if the student will be living out of the district for less than one school year. Students who have moved out of the district and wish to remain in the district for the remainder of the year may stay pending approval by the new district of residence or an appeal of that district's decision to the Alameda County Office of Education, and a positive recommendation by the school principal.

Notwithstanding these priorities, the Superintendent/designee may grant a transfer if, in the judgment of the Superintendent/designee, the parents/guardians provide evidence of extraordinary circumstances (such as a threat of physical harm to a student) warranting a transfer.

Revocation of Interdistrict Attendance Permits

~~Every interdistrict attendance permit shall stipulate the terms and conditions under which the permit may be revoked. (Education Code 46600)~~

~~A student's Interdistrict Agreement may be revoked because of excessive truancy or continual disruption of the educational program as follows:~~

Grades K-5:

~~Attendance: _____ Four or more unverified or unexcused absences
 _____ Excessive excused absences (10 percent or more)
 _____ Excessive tardies (five percent or more)~~

~~Behavior: _____ Repeated disruption of classroom/school activities or
 _____ Repeated referral to the principal for misconduct or
 _____ Recommendation for expulsion to the Board~~

Grades 6-12:

~~Attendance: _____ More than 20 percent absences per quarter~~

~~Behavior: _____ A suspension of three or more days or a total of three suspensions for the year or recommendation for expulsion to the Board~~

~~Tardies: _____ For grades 6-8 only: A total of 12 tardies per semester or more than four tardies to one class per semester~~

AR 5117(g)

INTERDISTRICT ATTENDANCE (continued)Grounds for Revocation

Pursuant to Education Code section 46600, the following are the terms and conditions under which an interdistrict attendance permit may be revoked:

1. Determination by the district that the transfer request or supporting documentation was based upon false or fraudulent information.
2. Failure to comply with the requirements of the Interdistrict Transfer Student Contract, which include demonstrating acceptable academic performance, attendance, and behavior. The Contract must be signed by both the student and the parent/guardian.
3. Determination by the district that the conditions on which the interdistrict attendance permit approval was based are no longer met. It is the responsibility of the parent/guardian to notify the district within ~~ten (10)~~ **thirty (30)** days if any of the conditions justifying the transfer approval change. The student may be permitted, within the discretion of the Superintendent or designee, to complete the school year in the district with the approval of the district of residence.
4. Determination by the district that the continuing presence of the student is not in the student's best educational interest, or will interfere with the needs of other students, or both.

The district will give ten days' notice to a parent or guardian prior to the revocation of an interdistrict attendance permit.

Requests for Interdistrict Attendance Agreements Out of the District

Parents/guardians of students wishing to transfer out of the district shall complete an application for transfer. It is required that the parent/guardian of the applicant meet with the student's current school principal to discuss the reason for the transfer request and obtain his/her signature on the application.

Applications will be approved or denied by the Superintendent or designee. Applicants will be notified in writing if the request is denied, and will be given the reason for the denial. Denials by the district may be appealed to the district Board of Education. If the appeal is denied, the request may be appealed to the Alameda County Office of Education within thirty days of the district's final decision. **Reasons for denial may include loss of district revenue to do the outgoing transfer of a student.**

INTERDISTRICT ATTENDANCE (continued)

Applications that are approved by the district must also be approved by the receiving district. Parents should advise the Albany Unified School District of the final disposition of their request within five days of notification by the receiving district or the Alameda County Office of Education, in the case of an appeal.

~~Denial of Interdistrict Attendance Permit~~

~~The Superintendent or designee may deny initial requests for interdistrict attendance permits if school facilities are overcrowded at the relevant grade level or based on other considerations that are not arbitrary.~~

~~The Superintendent or designee shall notify the parents/guardians of a student who is denied interdistrict attendance regarding the process for appeal to the County Board of Education as specified in Education Code 46601. (Education Code 46601)~~

~~(cf. 5145.6 - Parental Notifications)~~

~~Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending, or during the term of the expulsion. (Education Code 46601)~~

~~(cf. 5119 - Students Expelled from Other Districts)~~

~~(cf. 5144.1 - Suspension and Expulsion/Due Process)~~

~~Transportation shall not be provided for students admitted pursuant to an Interdistrict Attendance Agreement.~~

*Legal Reference:*EDUCATION CODE

48204 Residency requirements for school attendance

46600-46611 Interdistrict Attendance Agreements

ALBANY UNIFIED SCHOOL DISTRICT
Exhibit

Series 5000

Ex 5117

INTERDISTRICT TRANSFER STUDENT CONTRACT

Student Name _____ Grade _____

School _____ School Year _____

In order to attend the Albany Unified School District as a student in good standing, I agree to do the following:

~~1. Maintain a grade point average (G.P.A.) of at least 2.0 in grades 6-12 with no failing grades or have an average grade rating of 3 in grades K-5.
NOTE: A student will not have his or her contract nullified and interdistrict transfer revoked if a lack of academic progress is a direct result of a pre-diagnosed learning disorder that requires special education services. Also note that any student not achieving at the minimum G.P.A. stated above will be put on academic probation for one semester or trimester as stated on the terms of the contract.~~

2. Demonstrate positive productive behavior in class and on school grounds before, during and after school. A student's Interdistrict Agreement may be revoked because of but not limited to the following:

Grades K-5: Repeated disruption of classroom/school activities or Repeated referral to the principal for misconduct or Recommendation for expulsion to the Board

Grades 6-12: A suspension of three or more days or a total of three suspensions for the year or recommendation for expulsion to the Board

1. Attend school on a regular and timely basis with no more than four (4) unverified/unexcused day-long absences during any given quarter, with 2 period absences being the equivalent of one unexcused day-long absence (grades 9-12) and 3 tardies being the equivalent of one day-long unexcused absence. Any absences of more than three days must be verified by a doctor's note indicating the nature of the illness. No chronic unexcused tardiness (or tardies to school more than five percent of the time) is permitted during this contract period. Twenty (20) or more excused absences may also result in a revoked interdistrict transfer status.

2. Additional requirements/conditions: _____

Provided that I abide by the above conditions of this contract, I will be afforded all privileges accorded to students in the Albany Unified School District for the school year. Failure to comply with the terms of this contract will result in revocation of the interdistrict transfer.

I have read the above provisions and agree to abide by them.

Student Signature (grades 6-12) _____ Date _____ Principal's Signature _____ Date _____

Students

AR 5144.1(a)

SUSPENSION AND EXPULSION/DUE PROCESS**Definitions**

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Education for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(t))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion. (Education Code 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

AR 5144.1(b)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Grounds for Suspension and Expulsion**

A student may be subject to suspension or expulsion when it is determined that he/she:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a))

A student who *aids* or *abets* the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(s))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from ~~a certified school employee~~ the Superintendent or designee with the principal or designee's concurrence. (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as controlled substance, alcoholic beverage, or intoxicant. (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion. (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))
7. Stole or attempted to steal school property or private property. (Education Code 48900(g))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

8. Possessed or used tobacco or any products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))
12. Knowingly received stolen school property or private property. (Education Code 48900(l))
13. Possessed an imitation firearm. (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))
17. Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))

AR 5144.1(d)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

18. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she engaged in any of the following activities:

19. Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)

Sexual harassment means that conduct, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - *Sexual Harassment*)

20. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation. (Education Code 233)

(cf. 5145.9 - *Hate-Motivated Behavior*)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

21. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

22. Engaged in an act of bullying, including, but not limited to, bullying by means of an electronic act, directed toward a student or school personnel. (Education Code 48900(r))

Bullying means one or more acts by a student or group of students that constitutes sexual harassment pursuant to Education Code 48900.2, as defined in item #19 above; hate violence pursuant to Education Code 48900.3, as defined in item #20 above; or harassment, threats, or intimidation pursuant to Education Code 48900.4, as defined in item #21 above. (Education Code 32261)

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. (Education Code 32261)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including, but not limited to, the following circumstances: (Education Code 48900)

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(u))

AR 5144.1(f)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Alternatives to suspension or expulsion may be used with students who are truant, tardy, or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Truancy)

Removal from Class by a Teacher/Parental Attendance

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible, the teacher may ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist may attend the conference if it is practicable, and a school administrator may attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by Superintendent, Principal, or Principal's Designee

The Superintendent or principal may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or principal shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife, as defined in Education Code 48915(g), at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possession of an explosive as defined in 18 USC 921

Explosive means a *destructive device* and includes, but is not limited to, any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or similar device. A *destructive device* includes any other type of weapon (except a shotgun or shotgun shell recognized by the United States Secretary of Army as suitable for sporting purposes) which might be converted to project an explosive. (18 USC 921)

Suspension also may be imposed upon a first offense if the Superintendent or principal determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

AR 5144.1(h)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference:** Suspension may be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists. An emergency situation involves a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)
3. **Notice to Parents/Guardians:** At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911(g))

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal, or Principal's Designee" above. (Education Code 48912)

AR 5144.1(j)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

Supervised Suspension Classroom

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Authority to Expel

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

The Board may also order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer, or administrative panel, based on either or both of the following finding(s): (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

Mandatory Recommendation for Expulsion

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

AR 5144.1(l)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Mandatory Recommendation and Mandatory Expulsion**

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915(c))

1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above
5. Possessing an explosive as defined in 18 USC 921

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

Student's Right to Expulsion Hearing

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.

AR 5144.1(n)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student shall also be allowed to attend the closed session. (Education Code 48918(c))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20 (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion" above. (Education Code 48918(h))

AR 5144.1(p)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
- (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. **Decision Within 10 School Days:** The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))
7. **Decision Within 40 School Days:** If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

AR 5144.1(r)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing." (Education Code 48918(d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (Education Code 48917, 48918)

The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

AR 5144.1(t)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Decision Not to Enforce Expulsion Order**

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board. (Education Code 48918(j)).

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notifications to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site

AR 5144.1(v)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. Not housed at the school site attended by the student at the time of suspension

(cf. 6185 - Community Day School)

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in items #6-13 and #20-22 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)

7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

Maintenance of Records

The Board shall maintain a record of each expulsion, including the specific cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

Outcome Data

The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)

1. The number of students recommended for expulsion
2. The specific grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

Regulation
approved:

ALBANY UNIFIED SCHOOL DISTRICT
Albany, California

Students

BP 5145.11(a)

QUESTIONING AND APPREHENSION

Law enforcement officers have the right to interview and question students on school premises. When such an interview is requested, the principal or designee shall ascertain the officer's identity, official capacity, and the authority under which he/she acts. If the officer needs to interview or question the student immediately, the principal or designee shall accommodate the process in a way that causes the least possible disruption to the school, gives the student appropriate privacy, and models exemplary cooperation with community law enforcement authorities.

Except in cases of child abuse or neglect, the principal or designee shall attempt to notify the student's parent/guardian when a law enforcement officer requests an interview on school premises.

At the law officer's discretion and with the student and parent/guardian's approval, the principal or designee may be present during the interview.

If the law officer finds it necessary to remove the student from school, the principal or designee shall first ascertain the reason for such action. Upon releasing the student, the principal or designee shall immediately attempt to inform the student's parent/guardian.

Personnel responsible for releasing a student from school custody shall exercise extreme diligence to prevent such release to any unauthorized or unidentified person.

(cf. 5142 - Safety)

Subpoenas

Although subpoenas may legally be served at school, the Board believes that serving officials should be strongly urged to serve subpoenas at the home of the student whenever possible. In these situations, steps should be taken to ensure a minimum of embarrassment or loss of class time for the student.

Legal Reference: (see next page)

QUESTIONING AND APPREHENSION (continued)*Legal Reference:*EDUCATION CODE*44807 Duty concerning conduct of pupils**48264 Arrest of truants**48265 Delivery of truant**48902 Notice to law authorities**48906 Release of minor pupil to peace officers; notice to parent, guardian or relative**48909 Narcotics and other hallucinogenic drugs (re arrest)*PENAL CODE*830-832.8 re peace officers**833-851.85 re arrests**1328 Service of subpoena*CODE OF REGULATIONS, TITLE 5*303 Duty to remain at school*COURT DECISIONS*People v. Burton (1971) 6 Cal. 3d 375**In re Donaldson (1969) 269 Cal. App. 2d 509**Baines v. Brady (1953) 122 Cal. App. 2d 957, 960**In the matter of Paul P., 85 Daily Journal D.A.R. 2594*ATTORNEY GENERAL OPINIONS*54 Ops. Cal. Atty. Gen. 96 (1971)**34 Ops. Cal. Atty. Gen. 93 (1959)**32 Ops. Cal. Atty. Gen. 96 (1958)*

Students

AR 5145.11

QUESTIONING AND APPREHENSION**Questioning on School Grounds**

The school shall keep a record of any interviews of students by law officers on school premises. Such records shall include the date and time, name and identifying number of the officer, the agency employing the officer and his/her official capacity, the time when he/she arrived and left, the fact that the principal or designee was or was not present during the interview, the reason for the questioning and/or release, and any other pertinent information.

Apprehension

Police officers, officers of the juvenile court, and other authorized law enforcement officials have an absolute right to enter a school to take a student into custody or to make an arrest of a student.

If a minor student is removed from school into the custody of a peace officer, the principal or designee shall immediately attempt to notify the parent/guardian or responsible relative regarding the student's release and the place to which he/she is reportedly being taken, except when the minor has been taken into custody as a victim of suspected child abuse. (Education Code 48906)

The principal or designee shall record the time(s) of contact or attempted contact with the parent/guardian.

If the student is suspected of being a victim of child abuse, the Superintendent or designee shall give the telephone number and address of the student's parent/guardian to the law enforcement officer, and the officer then has the responsibility of immediately notifying the parent/guardian. (Education Code 48906)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

The Superintendent or designee shall immediately be notified of the student's removal. This initial verbal notice will be followed by a written report by the principal or designee and shall include the date and time of arrest, the identity, badge number and official capacity of the officer and the reason for release.

Regulation
approved:

ALBANY UNIFIED SCHOOL DISTRICT
Albany, California

Students

BP 5145.12(a)

SEARCH AND SEIZURE

The Board of Education is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3515.3 - District Police/Security Department)
(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Individual Searches

School officials may search any individual student, his/her property, or district property under his/her control when there is a reasonable suspicion that the search will uncover evidence that he/she is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices.

BP 5145.12(b)

SEARCH AND SEIZURE (continued)

Any search of a student, his/her property, or district property under his/her control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

(cf. 5145.11 - Questioning and Apprehension)

Searches of Multiple Student Lockers/Desks

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Breathalyzer - Alcohol and Other Drugs

The Board believes that the use of alcohol or other drugs adversely affects a student's ability to achieve academic success, is physically and emotionally harmful, and has serious social and legal consequences.

To promote an environment conducive to learning, safety and to help prevent accidents, injuries, and disruptions resulting from the misuse of alcohol and drugs by students, the district hereby authorizes the Superintendent or designee to enact an alcohol testing program. This program shall, at minimum, comply with all laws and regulations which permit such testing. Testing may include the use of a breathalyzer, after reasonable suspicion has been formed that the student has consumed alcohol.

SEARCH AND SEIZURE (continued)

In addition, staff shall notify the principal or designee immediately upon suspecting a student is selling, carrying, providing, or using alcohol or other drugs.

*Legal Reference:*EDUCATION CODE32280-32289 *School safety plans*35160 *Authority of governing boards*35160.1 *Broad authority of school districts*48900-48927 *Suspension and expulsion*49050-49051 *Searches by school employees*49330-49334 *Injurious objects*PENAL CODE626.9 *Firearms*626.10 *Dirks, daggers, knives or razor*CALIFORNIA CONSTITUTIONArticle I, Section 28(c) *Right to Safe Schools*COURT DECISIONSRedding v. Safford Unified School District, (9th Cir. 2008) 531 F.3d 1071B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260Jennings v. Joshua Independent School District, (5th Cir. 1989) 877 F.2d 313O'Connor v. Ortega, (1987) 480 U.S. 709New Jersey v. T.L.O., (1985) 469 U.S. 325Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662ATTORNEY GENERAL OPINIONS83 Ops. Cal. Atty. Gen. 257 (2001)75 Ops. Cal. Atty. Gen. 155 (1992)*Management Resources:*NATIONAL INSTITUTE OF JUSTICE PUBLICATIONSThe Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999WEB SITESCSBA: <http://www.csba.org>California Attorney General's Office: <http://caag.state.ca.us>California Department of Education, Safe Schools: <http://www.cde.ca.gov/lc/ss>National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

Students

BP 5145.3(a)

NONDISCRIMINATION/HARASSMENT

District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.6 - Identification and Education Under Section 504)

The Board of Education shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision. The district may provide male and female students with separate shower rooms and sexual health and HIV/AIDS prevention classes in order to protect student modesty.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 5145.7 - Sexual Harassment)

Students who harass other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. An employee who permits or engages in harassment may be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

The Board hereby designates the following position as Coordinator for Nondiscrimination to handle complaints regarding discrimination and inquiries regarding the district's nondiscrimination policies:

Superintendent
 904 Talbot Avenue
 Albany, CA 94706
 510-558-3766

NONDISCRIMINATION/HARASSMENT (continued)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that he/she is being harassed should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. Any student who observes an incident of harassment should report the harassment to a school employee, whether or not the victim files a complaint.

Employees who become aware of an act of harassment shall immediately report the incident to the Coordinator for Nondiscrimination. Upon receiving a complaint of discrimination or harassment, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment. Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.

The Coordinator shall also advise the victim of any other remedies that may be available. The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.

Legal Reference: (see next page)

NONDISCRIMINATION/HARASSMENT (continued)*Legal Reference:*EDUCATION CODE

200-262.4 *Prohibition of discrimination on the basis of sex, especially:*
 221.5 *Prohibited sex discrimination*
 221.7 *School-sponsored athletic programs; prohibited sex discrimination*
 48900.3 *Suspension or expulsion for act of hate violence*
 48900.4 *Suspension or expulsion for threats or harassment*
 48904 *Liability of parent/guardian for willful student misconduct*
 48907 *Student exercise of free expression*
 48950 *Freedom of speech*
 49020-49023 *Athletic programs*
 51006-51007 *Equitable access to technological education programs*
 51500 *Prohibited instruction or activity*
 51501 *Prohibited means of instruction*
 60044 *Prohibited instructional materials*

CIVIL CODE

1714.1 *Liability of parents/guardians for willful misconduct of minor*

PENAL CODE

422.55 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 5

4621 *District policies and procedures*
 4622 *Notice requirements*
 4900-4965 *Nondiscrimination in elementary and secondary education programs receiving state financial assistance*

UNITED STATES CODE, TITLE 42

2000d-2000e-17 *Title VI & VII Civil Rights Act of 1964 as amended*
 2000h-2-2000h-6 *Title IX, 1972 Education Act Amendments*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 *Prohibition of discrimination on basis of race, color or national origin*
 104.7 *Designation of responsible employee for Section 504*
 106.8 *Designation of responsible employee for Title IX*
 106.9 *Notification of nondiscrimination on basis of sex*

COURT DECISIONS

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

*Management Resources:*OFFICE OF CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, January, 1999

Racial Incidents and Harassment Against Students at Educational Institutions: Investigative Guidance

59 FR 47, March, 1994

WEB SITES

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

California Department of Education: <http://www.cde.ca.gov>

Students

BP 5145.6(a)

PARENTAL NOTIFICATIONS

The Board of Education recognizes that notifications are essential to effective communication between the school and the home. The Superintendent or designee shall send students and parents/guardians all notifications required by law, including notifications about their legal rights, and any other notifications he/she believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall ensure that notifications which must be sent at the beginning of each academic year include a request that the parent/guardian sign the notice and return it to the school. (Education Code 48981, 48982)

Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law. Whenever an employee learns that a student's parent/guardian is for any reason unable to understand the district's printed notifications, the principal or designee shall work with the parent/guardian to establish other appropriate means of communication.

(cf. 6174 - Education for English Language Learners)

Legal Reference: (see next page)

PARENTAL NOTIFICATIONS (continued)*Legal Reference:*EDUCATION CODE

- 221.5 Prohibited sex discrimination
- 231.5 Sexual harassment policy
- 262.3 Appeals; information re: availability of civil remedies
- 310 Structured English Immersion Program
- 17288 Pupils: school buildings
- 17612 Notification of pesticide use
- 32255-32255.6 Right to refuse harmful or destructive use of animals
- 32390 Fingerprint program; contracts; funding; consent of parent/guardian
- 35178.4 Notice of accreditation status
- 35183 School dress codes; uniforms
- 35186 Complaints concerning deficiencies in instructional materials and facilities
- 35256 School accountability report card
- 35291 Rules
- 37616 Consultation
- 39831.5 School bus rider rules and information
- 44808.5 Permission to leave school grounds
- 46010.1 Notice re: excuse to obtain confidential medical services
- 46014 Regulations regarding absences for religious purposes
- 46600-46611 Interdistrict attendance agreements especially:
- 46601 Failure to approve interdistrict attendance
- 48000 Minimum age of admission
- 48070.5 Promotion or retention of students
- 48205 Absence for personal reasons
- 48206.3 Pupils with temporary disabilities; individual instruction; definitions
- 48207 Pupils with temporary disabilities in hospitals outside of school district
- 48208 Students with temporary disabilities in qualifying hospitals
- 48216 Immunization
- 48260.5 Notice to parent re truancy
- 48263 Referral to SARB or probation department
- 48432.5 Involuntary transfers of pupils
- 48904 Liability of parent/guardian for willful pupil misconduct
- 48904.3 Withholding grades, diplomas, or transcripts
- 48906 Notification of release of pupil to peace officer
- 48911 Notification in case of suspension
- 48912 Closed sessions; consideration of suspension
- 48915.1 Expelled individuals: enrollment in another district
- 48916 Readmission procedures
- 48918 Rules governing expulsion procedures
- 48980 Required notification at beginning of term
- 48980.3 Notification of pesticide use
- 48981 Time and means of notification

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)*Legal Reference: (continued)*EDUCATION CODE (continued)

- 48982 *Signature; return to school; effect of signature*
- 48983 *Contents of notice*
- 48984 *Activities prohibited unless notice given*
- 48985 *Notices to parents in language other than English*
- 48987 *Child abuse information*
- 49063 *Notification of parents of their rights*
- 49067 *Regulations regarding pupil's achievement*
- 49068 *Transfer of permanent enrollment and scholarship record*
- 49069 *Absolute right to access*
- 49070 *Challenging content of records*
- 49073 *Release of directory information*
- 49076 *Access to student records*
- 49077 *Access to information concerning a student in compliance with court order*
- 49091.14 *Prospectus*
- 49302 *Parental consent*
- 49332 *Notifications of retention of object by school personnel; release*
- 49403 *Cooperation in control of communicable disease and immunization*
- 49423 *Administration of prescribed medication for pupil*
- 49451 *Physical examinations: parent's refusal to consent*
- 49452.5 *Screening for scoliosis*
- 49456 *Report to parent*
- 49472 *Medical and hospital services for pupils*
- 49480 *Continuing medication regimen for nonepisodic conditions*
- 49510-49520 *Duffy-Moscone Family Nutrition Education and Services Act of 1970*
- 51229 *Course of study for grades 7-12*
- 51513 *Personal beliefs*
- 51938 *Right of parent/guardian notice HIV/AIDS and sexual health instruction*
- 52164.1 *Census-taking methods; determination of primary language; assessment of language skills*
- 52164.3 *Notice of reassessment of language skills*
- 52173 *Consultation with parents or guardians; notice to parents or guardians; withdrawal of pupil*
- 52244 *Advanced Placement Program*
- 54444.2 *Migrant education programs; parent involvement*
- 56301 *Child-find system; policies re: written notification rights*
- 56321 *Special education: proposed assessment plan*
- 56329 *Written notice of right to findings; independent assessment*
- 56341 *Individualized education program team*
- 56341.5 *Individualized education program team meetings*
- 56343.5 *IEP meetings*
- 56346 *Parental notice and consent to special education program*
- 58501 *Alternative schools: notice required prior to establishment*
- 60641 *Standardized Testing and Reporting Program*
- 60850 *High School Exit Examination*
- 66204 *Certification of high school courses as meeting university admission criteria*
- HEALTH AND SAFETY CODE
- 1596.857 *Right to enter child care facility*
- 120365 *Immunizations*

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)*Legal Reference: (continued)*HEALTH AND SAFETY CODE (continued)

120370 Immunizations

120375 Immunizations

120440 Sharing immunization information

124085 Certificate of receipt; health screening and evaluation services; waiver by parent/guardian

124100 School districts and private schools; information to parents

PENAL CODE

627.5 Hearing request following denial or revocation of registration

WELFARE AND INSTITUTIONS CODE

18976.5 Parental notice; right of refusal to participate

CODE OF REGULATIONS, TITLE 5

863 Standardized Testing and Reporting Program

3052 Behavioral intervention

3831 General standards (Gifted and Talented Program)

4622 Notice requirements and recipients

4631 Responsibilities of the local agency

11303 Reclassification of English language learners

11309 Parental exception waivers

11523 Notice of proficiency examinations

18066 Policies and procedures absences for child care

UNITED STATES CODE, TITLE 20

1232g Family Educational and Privacy Rights Act

1415 Procedural safeguards

1681-1688 Title IX, discrimination based on sex or blindness

6311 State plans

6312 Local education agency plans

6316 Academic assessment and local education agency school improvement

6318 Parental involvement

7908 Armed forces recruiter access to students

UNITED STATES CODE, TITLE 42

2000d-2000d-7, Title VI, Civil Rights Act of 1964

CODE OF FEDERAL REGULATIONS, TITLE 34

99.7 Student records, annual notification

99.34 Student records, disclosure to other educational agencies

104.36 Procedural safeguards

106.9 Dissemination of policy, nondiscrimination on basis of sex

300.345 Parent participation

300.502 Independent educational evaluation

300.503 Prior written notice

300.505 Parental consent

300.507 Parent notice due process hearing

300.523 Manifestation determination review

CODE OF FEDERAL REGULATIONS, TITLE 40

763.93 Management plans

Students

BP 5145.7(a)

SEXUAL HARASSMENT

The Board of Education is committed to maintaining an educational environment that is free from harassment. The Board prohibits sexual harassment of students by other students, employees or other persons, at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against persons who complain, testify, assist or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same gender
2. A clear message that students do not have to endure sexual harassment
3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained
4. Information about the person(s) to whom a report of sexual harassment should be made

(cf. 5131.5 - Vandalism, Theft and Graffiti)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Complaint Process

Any student who feels that he/she is being or has been subjected to sexual harassment shall immediately contact his/her teacher or any other employee. A school employee to whom a complaint is made shall, within 24 hours of receiving the complaint, report it to the principal or designee.

Any school employee who observes any incident of sexual harassment involving a student shall report this observation to the principal or designee, whether or not the victim files a complaint.

In any case of sexual harassment involving the principal or any other district employee to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall report to the nondiscrimination coordinator or the Superintendent or designee.

BP 5145.7(b)

SEXUAL HARASSMENT (continued)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.3 - Nondiscrimination/Harassment)

The principal or designee to whom a complaint of sexual harassment is reported shall immediately investigate the complaint in accordance with administrative regulation. Where the principal or designee finds that sexual harassment occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim. The principal or designee shall also advise the victim of any other remedies that may be available. The principal or designee shall file a report with the Superintendent or designee and refer the matter to law enforcement authorities, where required.

(cf. 1312.1 - Complaints Concerning District Employees)

Disciplinary Measures

Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4 through 12, disciplinary action may include suspension and/or expulsion, provided that in imposing such discipline the entire circumstances of the incident(s) shall be taken into account.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address and prevent repetitive harassing behavior in its schools.

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)*Legal Reference:*EDUCATION CODE*200-262.4 Prohibition of discrimination on the basis of sex**48900.2 Additional grounds for suspension or expulsion; sexual harassment**48904 Liability of parent/guardian for willful student misconduct**48980 Notice at beginning of term*CIVIL CODE*51.9 Liability for sexual harassment; business, service and professional relationships**1714.1 Liability of parents/guardians for willful misconduct of minor*CODE OF REGULATIONS, TITLE 5*4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance*UNITED STATES CODE, TITLE 20*1681-1688 Title IX, Discrimination*UNITED STATES CODE, TITLE 42*2000d-2000d-7 Title VI, Civil Rights Act of 1964**2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended*CODE OF FEDERAL REGULATIONS, TITLE 34*106.1-106.71 Nondiscrimination on the basis of sex in education programs*COURT DECISIONS*Reese v. Jefferson School District, (2001) 208 F.3d 736**Davis v. Monroe County Board of Education, (1999) 526 U.S. 629**Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989**Nabozny v. Podlesny, (1996, 7th Cir.) 92 F.3d 446**Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447**Oona R.-S. etc. v. Santa Rosa City Schools et al, (1995) 890 F.Supp. 1452**Rosa H. v. San Elizario Ind. School District, (W.D. Tex. 1995) 887 F. Supp. 140, 143**Clyde K. v. Puyallup School District #3, (1994) 35 F.3d 1396**Patricia H. v. Berkeley Unified School District, (1993) 830 F.Supp. 1288**Franklin v. Gwinnet County Schools, (1992) 112 S. Ct. 1028**Kelson v. City of Springfield, Oregon, (1985, 9th Cir.) 767 F.2d 651**Management Resources:*OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL*Protecting Students from Harassment and Hate Crime: A Guide for Schools, January 1999*OFFICE OF CIVIL RIGHTS' PUBLICATIONS*Revised Sexual Harassment Guidance, January 2001**Sexual Harassment Guidance, March 1997*WEB SITES*OCR: <http://www.ed.gov/offices/OCR>*

Students

AR 5145.7(a)

SEXUAL HARASSMENT

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors or other unwanted verbal, visual or physical conduct of a sexual nature made against another person of the same or opposite gender, in the educational setting, when: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance, or of creating an intimidating, hostile or offensive educational environment
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

Types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations or propositions
2. Sexual slurs, epithets, threats, verbal abuse, derogatory comments or sexually degrading descriptions
3. Graphic verbal comments about an individual's body, or overly personal conversation
4. Sexual jokes, notes, stories, drawings, pictures or gestures
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-gender class
7. Massaging, grabbing, fondling, stroking or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Purposefully cornering or blocking normal movements
10. Displaying sexually suggestive objects

SEXUAL HARASSMENT (continued)**Notifications**

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures and standards of conduct are posted (Education Code 231.5)
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures and standards of conduct (Education Code 231.5)

Investigation of Complaints at School (Site-Level Grievance Procedure)

1. The principal or designee shall promptly investigate all complaints of sexual harassment. In so doing, he/she shall talk individually with:
 - a. The student who is complaining
 - b. The person accused of harassment
 - c. Anyone who witnessed the conduct complained of
 - d. Anyone mentioned as having related information
2. The student who is complaining shall have an opportunity to describe the incident, present witnesses and other evidence of the harassment, and put his/her complaint in writing.
3. The principal or designee shall discuss the complaint only with the people described above. When necessary to carry out his/her investigation or for other good reasons that apply to the particular situation, the principal or designee also may discuss the complaint with the following persons:
 - a. The Superintendent or designee

AR 5145.7(c)

SEXUAL HARASSMENT (continued)

- b. The parent/guardian of the student who complained
- c. If the alleged harasser is a student, his/her parent/guardian
- d. A teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth
- e. Child protective agencies responsible for investigating child abuse reports

(cf. 5141.4 - Child Abuse Prevention and Reporting)

- f. Legal counsel for the district
4. When the student who complained and the alleged harasser so agree, the principal or designee may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree.
5. In reaching a decision about the complaint, the principal or designee may take into account:
- a. Statements made by the persons identified above
 - b. The details and consistency of each person's account
 - c. Evidence of how the complaining student reacted to the incident
 - d. Evidence of any past instances of harassment by the alleged harasser
 - e. Evidence of any past harassment complaints that were found to be untrue
6. To judge the severity of the harassment, the principal or designee may take into consideration:
- a. How the misconduct affected one or more students' education
 - b. The type, frequency and duration of the misconduct
 - c. The number of persons involved
 - d. The age and gender of the person accused of harassment

SEXUAL HARASSMENT (continued)

- e. The subject(s) of harassment
 - f. The place and situation where the incident occurred
 - g. Other incidents at the school, including incidents of harassment that were not related to gender
7. The principal or designee shall write a report of his/her findings, decision, and reasons for the decision and shall present this report to the student who complained and the person accused.
 8. The principal or designee shall give the Superintendent or designee a written report of the complaint and investigation. If the principal or designee verifies that sexual harassment occurred, this report shall describe the actions taken to end the harassment, address the effects of the harassment on the student harassed, and prevent retaliation or further harassment.
 9. Within two weeks after receiving the complaint, the principal or designee shall determine whether or not the student who complained has been further harassed. The principal or designee shall keep a record of this information and shall continue this follow-up.

Enforcement

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti.
2. Providing staff inservice and student instruction or counseling.
3. Notifying parents/guardians of the actions taken.
4. Notifying child protective services.
5. Taking appropriate disciplinary action. In addition, the principal or designee may take disciplinary measures against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.

Regulation
approved:

ALBANY UNIFIED SCHOOL DISTRICT
Albany, California

Students

BP 5145.9(a)

HATE-MOTIVATED BEHAVIOR

The Board of Education affirms the right of every student to be protected from hate-motivated behavior. It is the intent of the Board to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. Behavior or statements that degrade an individual on the basis of his/her race, ethnicity, culture, heritage, gender, sexual orientation, physical/mental attributes, religious beliefs or practices shall not be tolerated.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131.5 - Vandalism, Theft and Graffiti)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 6141.6 - Multicultural Education)

Any student who feels that he/she is a victim of hate-motivated behavior shall immediately contact the principal or designee. If the student believes that the situation has not been remedied by the principal or designee, he/she may file a complaint in accordance with district complaint procedures.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the principal, Superintendent or designee, and law enforcement, as appropriate. Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board policy and administrative regulation.

(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

In addition, the district shall provide counseling and appropriate sensitivity training and diversity education for students exhibiting hate-motivated behavior. The district shall also provide counseling, guidance and support, as necessary, to those students who are the victims of hate-motivated behavior.

(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall ensure that staff receive appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways.

HATE-MOTIVATED BEHAVIOR (continued)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The district shall provide age-appropriate instruction to help promote understanding of and respect for human rights.

At the beginning of each school year, students and staff shall receive a copy of the district's policy on hate-motivated behavior.

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900.3 Suspension for hate violence

PENAL CODE

186.21 Street terrorism; legislative findings and declarations

422.55-422.86 Hate Crimes

11410-11414 Terrorism

13023 Reports by law enforcement of crimes motivated by race, ethnicity, religion, sexual orientation or physical or mental disability

13519.6 Hate crimes, training courses and guidelines

UNITED STATES CODE, TITLE 18

245 Federally protected activities

*Management Resources:*CSBA PUBLICATIONS

Protecting Our Schools: Board of Education Strategies to Combat School Violence, 1995

ALAMEDA OFFICE OF EDUCATION & CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Hate-Motivated Behavior in Schools: Response Strategies for School Boards, Administrators, Law Enforcement and Communities, 1997

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

WEB SITES

CDE: <http://www.cde.ca.gov>

California Association of Human Relations Organizations: <http://www.cahro.org>

United States Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR/index.html>

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of June 2, 2010

ITEM: ENROLLMENT PROJECTIONS AND STAFFING PLAN

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: Review and Discussion

BACKGROUND INFORMATION:

AUSD operates three k-5 elementary schools, one 6-8 middle school, one comprehensive high school, and one continuation high school. In recent years, k-12 enrollment has been increasing steadily. The District has grown by 698 students in the last 8 years. This represents an 18% increase.

The District's reputation of providing a quality education program has resulted in a large number of students that live outside of the school district boundaries applying for inter-district transfer.

The number of inter-district students has increased at a significantly rate higher than that of resident students. In 2007-08 the number of inter-district students peaked at 685 students. The District has closely monitored inter-district transfer requests and as a result in 2009-10 the number of inter-district students has decreased to 586.

District CBEDS enrollment in 2009-10 is 3843. But ASUD is projecting a decline in enrollment for 2010-11. To date the 2010-11 kindergarten enrollment is smaller than projected. The 2010-11 projections provided in this report show total k-12 enrollments decreasing by 113 students.

The attached staffing plan for 2010-11 reflects the projected enrollment.

There has been discussion of what it costs to educate an Albany student. In its simplest form, it is the revenue limit plus State and Federal categorical programs, plus all other local income (parcel tax, donations etc.) divided by the number of students enrolled in the district. In short, AUSD utilizes all dollars received in any given year to provide an education to the students enrolled it the district.

Given the proposed budget reductions that the Governor has announced, coupled with the impact of the reductions made to the AUSD budget over the last two years, the District can ill afford to be in declining enrollment. The effects of such will be a double financial whammy in 2011-12 of zero cost of living adjustment and reduced revenue due to fewer

students. The results will be deep budget cuts and layoffs next year resulting in reduced program and services for students.

The Superintendent recommends accepting inter-district transfers where space is available using the criteria established in BP 5117.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION: Review and discuss Enrollment Projections and Staffing Plan.

**ALBANY UNIFIED SCHOOL DISTRICT ENROLLMENTS
TOTAL STUDENTS**

Grade	02-03	03-04	04-05	05-06	06-07	07-08	08-09	UNOFFICIAL 09-10	Projected 10-11
K	212	232	226	233	228	240	269	289	220
1	226	214	239	251	260	266	246	281	289
2	218	219	215	248	260	260	264	247	281
3	210	216	223	241	264	271	259	268	247
4	212	211	220	240	249	268	277	273	268
5	234	215	238	235	261	263	255	286	273
K-5 Total	1,312	1,307	1,361	1,448	1,522	1,568	1,570	1,644	1,578
Num. Δ	n/a	-5	54	87	74	46	2	74	-66

6	235	285	268	287	254	301	298	278	286
7	320	274	313	297	299	307	314	297	278
8	264	331	289	320	310	314	315	313	297
6-8 Total	819	890	870	904	863	922	927	888	861
Num. Δ	n/a	71	-20	34	-41	59	5	-39	-27

9	293	299	339	317	330	320	348	342	313
10	261	317	294	340	317	331	322	334	342
11	235	271	310	283	334	328	339	302	334
12	225	230	249	306	286	341	332	333	302
9-12 Total	1,014	1,117	1,192	1,246	1,267	1,320	1,341	1,311	1,291
Num. Δ	n/a	103	75	54	21	53	21	-30	-20

K-12 Total	3,145	3,314	3,423	3,598	3,652	3,810	3,838	3,843	3,730
Num. Δ	n/a	169	109	175	54	158	28	5	-113
% Δ	n/a	5.4%	3.3%	5.1%	1.5%	4.3%	.75%	.7%	-2.9%

Source: California State Department of Education, October CBEDS

ALBANY UNIFIED SCHOOL DISTRICT HISTORIC ENROLLMENTS
NON-RESIDENT TRANSFER STUDENTS

Grade	02-03	03-04	04-05	05-06	06-07	07-08	08-09	09-10	Projected 10-11
K	25	19	40	29	16	13	5	14	15
1	16	31	29	40	29	27	13	9	14
2	22	17	38	31	41	30	27	15	9
3	22	25	27	38	34	30	28	26	15
4	20	48	31	32	37	36	34	35	26
5	30	30	49	34	32	46	35	43	35
K-5 Total	135	170	214	204	189	182	142	142	114
Num. Δ	n/a	35	44	-10	-15	-7	-40	0	-28

6	39	62	53	70	51	51	49	39	43
7	55	55	64	61	69	70	55	50	39
8	27	57	63	68	67	73	70	51	50
6-8 Total	121	174	180	199	187	194	174	140	132
Num. Δ	n/a	53	6	19	-12	7	-20	-34	-8

9	27	43	52	68	64	74	70	71	51
10	28	36	54	61	71	75	78	76	71
11	44	38	45	60	63	85	83	76	76
12	33	51	41	52	49	75	86	81	76
9-12 Total	132	168	192	241	247	309	317	304	274
Num. Δ	n/a	36	24	49	6	62	8	-13	-30

K-12 Total	388	512	586	644	623	685	633	586	520
Num. Δ	n/a	124	74	58	-21	62	-52	-47	-66
% Δ	n/a	32.0%	14.5%	9.9%	-3.3%	10%	-7.6%	-7.4%	-11.3

Source: Albany Unified School District

AUSD Staffing Plan for 2010-11

Staffing ratios

K-3 25 to 1
 4-7 30 to 1
 8-12 150 student contacts per 5 sections or 30 to 1 average

2010-11 Enrollment projections as of 5/24/10

Grade	#	Teachers	Avg
K	220	10	22
1	289	12	24
2	281	12	23.5
3	247	10	24.7
4	268	9	29.78
5	273	9	30.34

Placement

Grade	OV #/T	Cornell #/T	Marin #/T
K	88/4	66/3	66/3
1	97/4	96/4	96/4
2	93/4	93/4	95/5
3	86/4	85/3	76/3
4	88/3	95/3	85/3
5	93/3	90/3	90/3

Staff thinking:

1. Enrollment should be reduced over time at Marin and Cornell due to blacktop and classroom and program limitations
2. OceanView should continue to be our growth site.
3. Reduce student/teacher ratios 9-12 from 165 to 1 back to contract limits of 150 to 1.
4. Class size reduction revenue will not support 20 to 1 within the next 4 years. There is talk that it may go away entirely.
5. Continue to cap K-3 class size at 25
6. Over time reduce class size in grades 4-5 to 25.

