

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

P1

The mission of Albany Unified School District is to provide excellent public education that empowers all to achieve their fullest potential as productive citizens. AUSD is committed to creating comprehensive learning opportunities in a safe, supportive, and collaborative environment, addressing the individual needs of each student.

REGULAR MEETING

ALBANY CITY HALL

1000 San Pablo
Albany, CA 94706

TUESDAY

March 20, 2012

A G E N D A

<u>Meeting Norms</u>	
<ol style="list-style-type: none">1. Maintain a focus on what is best for our students.2. Show respect (never dismiss/devalue others).3. Be willing to compromise.4. Disagree (if necessary) agreeably.5. Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view.6. Participate by building on the thoughts of a fellow Board member.7. Make a commitment to open communication and honesty; no surprises.8. Commit the time necessary to govern effectively.9. Be collaborative.10. Maintain confidentiality (which leads to the building of trust).11. Look upon history as lessons learned; focus on the present and the future.	<p>I. <u>OPENING BUSINESS</u> <u>6:00 p.m.</u></p> <p>A) Call to Order B) Roll Call C) Identify Closed Session Pursuant to Agenda Section III Below</p> <p>II. <u>PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS</u></p> <p><i>General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.</i></p> <p>III. <u>CLOSED SESSION</u> <u>6:05 p.m.</u></p> <p>A) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957:</p> <p>B) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 35146: <i>Students</i></p> <p>C) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957.6: <i>Conference with Labor Negotiator</i> (Superintendent Marla Stephenson, District Representative), Regarding Negotiations as pertains to:</p> <ul style="list-style-type: none">• California School Employees Association (CSEA)• Albany Teachers Association (ATA)<ul style="list-style-type: none">i. <i>Negotiations</i>• SEIU Local 1021

IV. OPEN SESSION**7:00 p.m.***(10 mins.)*

Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 7:00 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. Board of Education Minutes

- a) *Approve Minutes of the March 6, 2012 Regular Meeting-----*(pg. 6)

2. Personnel

- a) Certificated Personnel Assignment Order-----(pg. 17)

1. Extra Assignment
 - a. 4th Grade Field Trip
 2. Leave
 - a. Teacher
 3. New Hire
 - a. Counselor, Substitute
 - b. Teacher, Substitute LT
 4. Separation of Service
 - a. Mental Health Specialist
 - b. Teacher

- b) Classified Personnel Assignment Order

1. Leave
 - a. Para-Educator, SP ed
 - b. Workability Coordinator
 2. New Hire
 - a. Café Assist, Substitute
 - b. District Database Coordinator I
 - c. Lifeguard
 - d. Para-Educator, Math
 - e. Para-Educator, Substitute
 - f. Para-Educator, Wrld Lang
 - g. Sup Art Teacher
 - h. Swim Instructor
 - i. Water Fitness Instructor
 - j. Yard Aide
 3. Separation of Service
 - a. Secretary
 - b. Yard Aide

c) Student Worker

d) Uncompensated Services

- a. Student Teacher
- b. Volunteer

3. Business and Operations

- a) Approve February Warrant List----- (pg. 24)
- b) Approve Independent Contractor Agreement – Jones Hall----- (pg. 43.)
- c) Approve Independent Contractor Agreement – Quint & Thimmig---- (pg. 43)
- d) Approve Independent Contractor Agreement –
Developer Fee Justification Study----- (pg. 52)
- e) Accept Marin School PTA donation of \$45,000 ----- (pg. 57)
- f) Accept Proposal – R.P. Gallagher & Associates----- (pg. 60)
- g) Approve Independent Contractor Agreement –
KNN Public Finance ----- (pg. 62)

4. Student Services

- a) Approve Independent Contractor Agreement –
Cal Schls Regional Center ----- (pg. 66)
- b) Approve the extended field trip request for the Albany High School
Jazz Ensemble and Jazz Lab to attend the Reno Jazz Festival in
Reno, Nevada----- (pg. 69)

V. STUDENT MEMBER REPORT

7:10 p.m.

(5 mins.)

VI. STAFF REPORTS

7:15 p.m

A) Bond Refinance ----- (pg. 70)

(20 mins.)

- Ruth Alahydoian, KNN Public Finance
- Courtney Jones, Jones Hall

B) Seismic Study – R.P. Gallagher Associates, Inc. ----- (pg. 79)

(20 mins.)

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

7:55 p.m.

(10 mins.)

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

8:05 p.m.

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

A) Approve Resolution No. 2011-12-013 – Bond Refinance – ----- (pg. 103)

(5 mins.)

B) Open Public Hearing – ----- (pg. 195)

- Sunshine contract proposals from ATA

Close Public Hearing

(5 mins.)

- C) *Open Public Hearing* -----(pg.197)
 ➤ *Sunshine contract proposals from AUSD*
 Close Public Hearing
 (15 mins.)
- D) *Approve Resolution 2011-12-14 Certificated Assignments*----- (pg.199)
 Outside Credential Authorization
 (5 mins.)
- E) *Approve Recommendation to Move Certificated Personnel*----- (pg.201)
 to Permanent Status
 (5 mins.)

IX. REVIEW AND DISCUSSION ITEM

8:40 p.m.

- A) *Review Albany Unified School District Board of Education*----- (pg.202)
 Governance Handbook
 (15 mins.)
- B) *Conduct 1st Reading; Board Policy 5148.3 –*
 Preschool/ Early Childhood Education----- (pg.225)
 (10 mins.)
- C) *Conduct 1st Reading; Board Policy - Policy 5148.2 –*
 Before/After School Programs----- (pg.231)
 (10 mins.)
- D) *Conduct 1st Reading; Board Policy Board Policy 5148 –*
 Child Care and Development ----- (pg.235)
 (10 mins.)

X. BOARD AND SUPERINTENDENT COMMENTS

9:25 p.m.

(10 mins.)

XI. FUTURE AGENDA ITEMS

- | | |
|---|-------|
| • Consolidated App | April |
| • Technology Plan Update | April |
| • Facilities Update | April |
| • Adult Ed | April |
| • Interdistrict Transfer Report | April |
| • City of Albany Parks & Recreation Bi-Annual Report | April |
| • City of Albany Sustainability Committee – Annual Report | April |

XII. FUTURE BOARD MEETINGS

1. Tuesday, April 3, 2012, 7:00 p.m., Regular Meeting
 Albany City Hall, 1000 San Pablo Avenue, Albany
2. Tuesday, April 17, 2012, 7:00 p.m., Regular Meeting
 Albany City Hall, 1000 San Pablo Avenue, Albany
3. Tuesday, May 1, 2012, 7:00 p.m., Regular Meeting
 Albany City Hall, 1000 San Pablo Avenue, Albany
4. Tuesday, May 15, 2012, 7:00 p.m., Regular Meeting

- Albany City Hall, 1000 San Pablo Avenue, Albany
5. Tuesday, June 5, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
 6. Tuesday, June 19, , 2012, 7:00 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 9:30 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: 1) Albany City Hall, 1000 San Pablo Avenue; 2) Albany Public Library, 1247 Marin Avenue; 3) Albany Unified School District, 1051 Monroe Street; and is available on the Albany Unified School District web site: www.ausdk12.org.

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


Albany Unified School District
ALBANY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

1051 Monroe Street

Albany, CA 94706

MINUTES FOR REGULAR MEETING

March 6, 2012

*Albany City Hall
1000 San Pablo Avenue
Albany, CA 94706*

I. OPENING BUSINESS 6:30 p.m.
A) Call to Order

President Black called the meeting to order at 6:35 p.m.

B) Roll Call

PRESENT: President Black, Vice President Knight, Member Low, Member Rosenbaum, and Member Maris.

STAFF: Superintendent Stephenson; Associate Superintendent Harden; and Marsha Brown, Director III Student Services.

C) Identify Closed Session Pursuant to Section III Below
II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

There being no business under this item, the Board moved to the next item on the agenda.

III. CLOSED SESSION

A) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957:

- *Pending Litigation: Keenan File No. 461370*
- *Employee No. 2011-12-501*
- *Employee No. 2011-12-502*

B) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 35146: *Students*

C) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54957.6: Conference with Labor Negotiator (Superintendent Marla Stephenson, District Representative), Regarding Negotiations as pertains to:

1. California School Employees Association (CSEA)
2. Albany Teachers Association (ATA)
3. SEIU Local 1021

IV. OPEN SESSION
A) Reconvene to Open Session
B) Roll Call

PRESENT: President Black, Vice President Knight, Member Low, Member Rosenbaum, Member Maris, and^{P7} Student Board Member Yoon.

STAFF: Superintendent Stephenson; Associate Superintendent Harden; and Marsha Brown, Director III Student Services.

EXCUSED: Student Board Member Kim.

There being no further business under this item, the Board moved to the next item on the agenda.

C) Pledge of Allegiance

The Board and members of the public recited the Pledge of Allegiance.

There being no further business under this item, the Board moved to the next item on the agenda.

D) Report of Action Taken in Closed Session

President Black reported that no action was taken in closed session.

There being no further business under this item, the Board moved to the next item on the agenda.

E) Approval of Albany Unified School District Board of Education Agenda for the March 6, 2012 Meeting

President Black requested a motion to Approve: E) Albany Unified School District Board of Education Agenda for the March 6, 2012 meeting.

Motion by Member Low, seconded by Member Rosenbaum to Approve: E) Albany Unified School District Board of Education Agenda for the March 6, 2012 meeting.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

F) Approval of Consent Calendar

1. Board of Education Minutes

1. *Approve Minutes of the February 7, 2012 Regular Meeting*

2. Personnel

a. Certificated Personnel Assignment Order

1. Separation of Service
 - a. Teacher, Substitute
2. Extra Assignment
 - a. Coach, Softball, JV, Head
3. New Hire
 - a. Teacher, Aft Sch Inter
 - b. Teacher, Substitute
 - c. Teacher, Substitute LT

b) Classified Personnel Assignment Order

1. Amendment

- a. Para-Educator
- b. Para-Educator, Specialist

2. New Hire

- a. Clerical, Substitute
- b. Coach, Baseball, JV
- c. Coach, Basketball, 7th, Girls
- d. Coach, Swim, Assist.
- e. Lifeguard
- f. Mental Health Intern
- g. Para-Educator
- h. Para-Educator, Math
- i. Para-Educator, Spec Ed II
- j. Para-Educator, Substitute
- k. Swim Instructor
- l. Transportation Driver
- m. Teacher, Aft Sch Inter
- n. Yard Aide

2. Separation of Service

- a. Café Asst. I
- b. Lifeguard, Swim Instructor
- c. Para-Educator
- d. Para-Educator, Spec Ed
- e. Transpiration Driver
- f. Water Fitness Instructor
- g. Yard Aide

c) Student Worker

d) Uncompensated Services

- a. Student Teacher
- b. Volunteer

e) Job Description –Human Resources Technician

f) Job Description –Database Coordinator

3. Business and Operations

a) Ratify Agreement - Golden State Labor Compliance, LLC

Associate Superintendent Harden addressed the Board regarding the Golden State Labor Compliance Agreement. The Board requested and received clarification, engaged in a discussion, and thanked Associate Superintendent Harden (to view the discussion visit www.ausdk12.org).

4. Student Services

a) Ratify Independent Contractor Agreement – Christie Reider

5. Special Education

a) Approve Increase to Purchase Order P12-00758-Bayhill High School

President Black requested a motion to Approve: (F) Consent Calendar.

Motion by Member Rosenbaum, seconded by Member Low to Approve: (F) Consent Calendar.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

V. STUDENT MEMBER REPORT

Student Board Member Yoon presented an electronically submitted Student Member Report to the Board that consisted of the following:

Student Board Member Report for the March 6, 2012 Regular Board Meeting:

I. Leadership Activity

- A. Leadership is in the process of exploring authentic ways of assessing student performance. Currently, we are seeking input from the student body on the best ways to accurately collect data, and hope to conduct a leadership discussion on the feedback we gather in a week or two.
- B. Leadership is considering a system of providing authentic feedback to teachers through a survey system offered by the California Association of Student Councils (CASC). Discussion is ongoing; presentation to staff and implementation is expected before the end of the 2011-12 school year.

II. General Albany High news

- A. Freshmen Renewal Debates (Thurs Mar 1 and Fri Mar 2) were a huge success
- B. The wrestling Team won their 13th straight league title
- C. The boys' soccer team won league; girls' soccer team was just shy of winning league
- D. The new tardy policy at Albany High (requiring all tardy students to check in with the attendance office to get a pass before going to class) has been largely successful. Teachers report fewer interruptions to classes due to tardy students, a notable improvement in the learning environment. In an amendment to the new policy, students with five or more tardies in a two week policy will serve lunch and/or after school detention as a consequence to violating the policy.

III. Club Activity

- A. Five students -- James Ren, Felix Yoon, Catherine Li, Edward Gong, Nikhil Sahoo (an AMS 8th grader) -- qualified for the AIME -- American Invitational Mathematics Exam -- the second step in a series of qualifying tests for the US team for the International Math Olympiad
- B. Two students did exceptionally well at the Stanford Invitational Debate Tournament -- Wenye Li and Catherine Li both advanced into the final rounds of their division in a tournament that attracted hundreds of debaters from across the country. They competed in the semi and quarter finals, respectively.
- C. The Ocean Sciences Bowl Team won first place at the regional competition -- Sea Lion Bowl -- this past weekend at San Francisco State University. Capt. Juneyoung Jeong, Morgan Chen, Kevin Sun, Tony Wang, and Amy Xie will go on to compete in the national competition, held in Baltimore, Maryland in mid-April.
- D. Congratulations to Albany High's Amnesty International Club for their first place award in the 2011 Human Rights Ambassador Challenge. Their consistent activism led to this recognition and a \$2500 grant as well as tickets to the 2012 annual meeting in Denver in June. The club is led by Audrey Irvine Broque and Celia Greene. A congratulations to all involved in promoting social justice.

There being no further business under this item, the Board moved to the next item on the agenda.

VI. STAFF REPORTS

A) Charter Review Committee – Election Method Review Update

Preston Jordan, City of Albany Charter Review Committee Chair provided the Board with a brief update on the election method review process for the Board's consideration. The Board requested and received clarification and engaged in a discussion.

The Board appointed Member Rosenbaum and Member Maris to a subcommittee to research the Education Code regarding election methods and appointed Member Low to a subcommittee to research election methods in other districts and the reasoning for their choices.

The Board approved the Charter Review Committee's request for a brief meeting with AUSD legal counsel prior to returning to the Board with a recommendation on election methods.

The Board and Superintendent thanked Mr. Jordan for the report (to view the report and discussion visit www.ausdk12.org).

There being no further business under this item, the Board moved to the next item on the agenda.

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.

There being no business under this item, the Board moved to the next item on the agenda.

VIII. REVIEW AND ACTION ITEMS

A) *Accept 2nd Interim Financial Report*

Associate Superintendent Harden provided the Board with a multi-media presentation regarding the 2nd Interim Financial Report including the following: 1) District Budget Overall Change Since October 2011; 2) Multi-Year Projections and the State Budget; 3) November Tax Initiative; 4) Concerns; 5) Other Funds; 6) and District Certification of 2nd Interim Financial Report.

The Board requested and received clarification and engaged in a discussion. The Board thanked Associate Superintendent Harden for the multi-media presentation (to view the multi-media presentation and discussion visit www.ausdk12.org).

President Black requested a motion to: Accept 2nd Interim Financial Report.

Motion by, Vice President Knight seconded by Member Rosenbaum to: Accept 2nd Interim Financial Report.

Member Maris voiced concerns about insufficient information regarding the Strategic Planning Budget and requested an extended discussion.

President Black requested a motion to: Extended the Discussion Regarding the 2nd Interim Financial Report.

Motion by, Member Rosenbaum seconded by Vice President Knight to: Extended the Discussion Regarding the 2nd Interim Financial Report.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Low, Member Maris, and Member Rosenbaum voting AYE. P11

Member Maris requested a budget for the Strategic Plan funds and requested a roll call vote to Accept the 2nd Interim Financial Report.

Dave DeHart, ATA President addressed the Board and expressed appreciation for the increased level of scrutiny in the difficult economic climate.

President Black requested a motion to: Accept 2nd Interim Financial Report.

Motion by, Vice President Knight seconded by Member Rosenbaum to: Accept 2nd Interim Financial Report.

The Board was polled and passed. Members: President Black, Vice President Knight, Member Low and Member Rosenbaum voting AYE with Member Maris abstaining.

There being no further business under this item, the Board moved to the next item on the agenda.

B) Approve SARC's

Dr. Brown addressed the Board regarding the SARC's. The Board engaged in a discussion, requested and received clarification. The Board engaged in a discussion regarding the percentage of Albany High School students identified as socio-economically disadvantaged being lower than reported at Albany Middle School. It was noted that there are various reasons for the numbers decreasing including older students not wanting to self-identify and changing the data collection vendor.

The Board engaged in a discussion regarding the percentage of Albany High School students completing courses required for admission to the University of California system. It was noted that the reason for a lower percentage than expected may be linked to changing the data collection vendor. The Board thanked Dr. Brown for her efforts in increasing the accuracy of data.

The Board expressed concern regarding the achievement gap evident in the SARC's (to view the discussion visit www.ausdk12.org).

President Black requested a motion to: Approve SARC's.

Motion by Member Rosenbaum, seconded by Member Maris to: Approve SARC's.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

C) Approve AUSD's Superintendent's Evaluation Template & 2011-2012 Goals

The Board engaged in a discussion regarding the Superintendent's Evaluation Template & 2011-2012 Goal, requested and received clarification and noted the following change:

- Pg. 55 – change from: Improve Opportunities for Increasing Achievement to: Fiscal Stewardship

To view the Superintendent's Evaluation Template & 2011-2012 Goal and discussion visit www.ausdk12.org

P12
President Black requested a motion to: Approve AUSD's Superintendent's Evaluation Template & 2011-2012 Goals.

Motion by Member Rosenbaum, seconded by Member Low to: Approve AUSD's Superintendent's Evaluation Template & 2011-2012 Goals.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

D) Approve Albany Unified School District Board of Education Governance Calendars – 2011-12 & 2012-13

President Black requested a motion to: Approve Albany Unified School District Board of Education Governance Calendars – 2011-12 & 2012-13.

Motion by Member Maris, seconded by Vice President Knight to: Approve Albany Unified School District Board of Education Governance Calendars – 2011-12 & 2012-13

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

E) Approve Appointments – Albany Unified School District Equity Task Force

The Board engaged in a discussion regarding the *Albany Unified School District Equity Task Force*, requested and received clarification.

It was noted that the ETF will consist of the following: principals, two teachers and two parents from each of the three elementary schools; principal, one teacher and one parent from AMS as voting members with the Director III, Student Services and the Superintendent serving as non-voting members. In addition to making recommendations regarding parent funded donation other than the enrichment programs, the Task Force has determined that its scope will include an analysis of the current demographics (student and staff) of each elementary site. The Task Force will examine current policies and programs and how they impact site demographics. The Task Force will advise the Board on possible resolutions to any areas of inequity uncovered in its analysis.

The Board engaged in a discussion and requested that the ETF's scope include a 12-18 month analysis of the elementary schools including students and staff and current programs in regards to demographics and recommend action to the Board based on the findings.

President Black requested a motion to: Approve Appointments – Albany Unified School District Equity Task Force.

Motion by Member Rosenbaum, seconded by Member Maris to: Approve Appointments – Albany Unified School District Equity Task Force.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

F) *Appoint Marla Stephenson Albany Unified School District's Superintendent to serve on the Redevelopment "Successor Agency" Oversight Committee.* P13

President Black requested a motion to: Appoint Marla Stephenson Albany Unified School District's Superintendent to serve on the Redevelopment "Successor Agency" Oversight Committee.

Motion by Member Rosenbaum, seconded by Member Maris to: Appoint Marla Stephenson Albany Unified School District's Superintendent to serve on the Redevelopment "Successor Agency" Oversight Committee.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

G) *Approve Resolution 2011-12-11 – Release of Temporary Certificated Employees*

The Board engaged in a discussion regarding Resolution 2011-12-11 – Release of Temporary Certificated Employees Administrators, requested and received clarification. Dave DeHart, ATA President requested and received clarification confirming that the first year of a teacher's temporary assignment qualifies toward a permanent position on a tenure track if a teacher is moved to permanent position (to view the discussion visit www.ausdk12.org).

President Black requested a motion to: Approve Resolution 2011-12-11 – Release of Temporary Certificated Employees.

Motion by Member Maris, seconded by Vice President Knight: Approve Resolution 2011-12-11 – Release of Temporary Certificated Employees.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

H) *Approve Resolution 2011-12-12- Release & Reassign Certificated Administrators*

The Board engaged in a discussion regarding Resolution 2011-12-12- Release & Reassign Certificated Administrators, requested and received clarification. It was noted that the item is cautionary and will not take effect until the end of the year and only if fiscally necessary (to view the discussion visit www.ausdk12.org).

President Black requested a motion to: Approve Resolution 2011-12-12- Release & Reassign Certificated Administrators.

Motion by Member Rosenbaum, seconded by Member Low to: Approve Resolution 2011-12-12- Release & Reassign Certificated Administrators.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

I) *Conduct 2nd Reading; Adopt: Board Policy 5126 –Awards for Achievement*

President Black requested a motion to: Adopt: Board Policy 5126 –Awards for Achievement.

Motion by Vice President Knight, seconded by Member Rosenbaum to: Adopt: Board Policy 5126 –Awards for Achievement.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

J) Approve Disposal of Obsolete Albany High School Wet Lab Photography Darkroom Equipment

President Black requested a motion to: Approve Disposal of Obsolete Albany High School Wet Lab Photography Darkroom Equipment.

Motion by Vice President Knight, seconded by Member Rosenbaum to: Approve Disposal of Obsolete Albany High School Wet Lab Photography Darkroom Equipment.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

K) Approve Change Order 4 - Albany Aquatic Center

Tom Murphy, Albany Aquatic Center Construction Manager, addressed the Board regarding Change Order 4. The Board engaged in a discussion, requested and received clarification (to view the discussion visit www.ausdk12.org).

President Black requested a motion to: Change Order 4 - Albany Aquatic Center.

Motion by Member Maris, seconded by Vice President Knight to: Change Order 4 - Albany Aquatic Center.

The Board was polled and passed unanimously. Members: President Black, Vice President Knight, Member Maris, Member Low and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

IX. REVIEW AND DISCUSSION

A) Review Administrative Regulation- 5126 – Awards for Achievement

Director Brown addressed the Board regarding Administrative Regulation- 5126 – Awards for Achievement. The Board requested and received clarification, expressed the desire to include more of the various languages represented in the Albany Unified School District population by including the available SAT II exams (to view the discussion visit www.ausdk12.org).

There being no further business under this item, the Board moved to the next item on the agenda.

IX. BOARD AND SUPERINTENDENT COMMENTS

P15

Member Rosenbaum:

Member Rosenbaum addressed the Board and requested that AUSD staff paraphrase questions regarding the Board packet when providing answers by email. Member Rosenbaum complimented Superintendent Stephenson for the recent decision to honor previously purchased pool passes at the Albany Aquatic Center.

Member Maris

Member Maris addressed the Board and noted that he attended an AUSD Parent Education Presentation on Stress, a meeting in Sacramento meeting regarding science courses, and an Advanced Placement meeting at Albany High School.

X. EXTEND TIME OF BOARD MEETING TO 9:35 PM.

President Black noted that a vote is needed to extend the meeting time past 9:30 p.m.

President Black requested a motion to Approve: X: Extend Time of Board Meeting to 9:35 p.m.

Motion by Member Rosenbaum, seconded by Member Lowe to Approve: X: Extend Time of Board Meeting to 9:35 p.m.

The Board was polled and passed. Members: President Black, Vice President Knight, Member Low, Member Maris, and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

XI. FUTURE AGENDA ITEMS

- | | |
|---|-------|
| • Board of Education Meeting Calendar 2012-2013 | March |
| • AUSD School Calendar 2013-2014 | March |
| • AUSD Board of Education Governance Calendar | March |
| • Seismic Study of AUSD Schools & Facilities | March |
| • Redevelopment Agency Oversight Committee Recommendation | March |
| • City of Albany Sustainability Committee – Annual Report | April |
| • Progress Report on Strategic Plan | April |
| • Technology Plan Update | April |
| • Facilities Update | April |
| • Classified Notices | April |
| • City of Albany Parks & Recreation Bi-Annual Report | April |
| • Adult School Update | April |
| • Consolidated App | April |

There being no further business under this item, the Board moved to the next item on the agenda.

XII. FUTURE BOARD MEETINGS

1. Tuesday, March 20, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
2. Tuesday, April 3, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
3. Tuesday, April 17, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany

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4. Tuesday, May 1, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
5. Tuesday, May 15, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
6. Tuesday, June 5, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
7. Tuesday, June 19, , 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany

There being no further business, the Board adjourned at 9:40 p.m.

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 9:30 p.m. unless extended to a specific time determined by a majority of the Board.

Personnel Assignment Order: Pending Approval, Non confidential

BOE Meeting 3/20/2012

Class Certified

Category: Extra Assignment

Position	Name	Reason	Site	FTE/Amt	Effec Date	End Date	Action	Funding
4th Grade Field Trip	Berg, Amy		CO		11/12 SY		Approve	GF
4th Grade Field Trip	Brandley, Jim		CO		11/12 SY		Approve	GF
4th Grade Field Trip	Keeley, Lisa		CO		11/12 SY		Approve	GF
4th Grade Field Trip	Murray, Katie		CO		11/12 SY		Approve	GF

Category: Leave

Position	Name	Reason	Site	FTE/Amt	Effec Date	End Date	Action	Funding
Teacher	Backowski, Sara		AMS		3/7/12	6/6/12	Approve	
Teacher	Backowski, Sara		AMS		6/7/12	6/8/12	Approve	

Category: New Hire

Position	Name	Reason	Site	FTE/Amt	Effec Date	End Date	Action	Funding
Counselor, Substitute	Kagawa, Doug		AHS		3/9/12		Approve	GF

Monday, March 12, 2012

BOE Meeting **3/20/2012**

Counselor, Substitute	Lilienthal, Vicky	AHS	3/9/12	Approve	GF
Teacher, LT Substitute	Nubla, Danielle	OV	3/21/12	Approve	Sp Ed

Category: Separation of Service

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Mental Health Specialist	Cohen, Sally		MAC		3/31/12		Approve	
Teacher	Dornisch, Sara		CO		3/5/12		Approve	
Teacher	Lamson, Diana		AMS		2/28/12		Approve	
Teacher	Scott, Gerry		CO		6/8/12		Approve	

Class Classified

Category: Leave

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Para-Educator, Sp ed	Smith, Michael		DW		8/29/12	6/14/13	Approve	
Workability Coordinator	Pichler, Sarah		AHS		2/6/12	5/29/12	Approve	
Workability Coordinator	Pichler, Sarah		AHS		5/30/12	2/26/13	Approve	

Category: New Hire

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
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Monday, March 12, 2012

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BOE Meeting 3/20/2012

Café Asst., Substitute	Black, Erika	CK	3/6/12	Approve	CK
Café Asst., Substitute	Boatman, Edith	CK	3/6/12	Approve	CK
Café Asst., Substitute	Reeder, Sharaya	CK	3/6/12	Approve	CK
Café Asst., Substitute	Young, Ebonie	CK	3/6/12	Approve	CK
District Database Coordinator I	Haller, Daniel	DO	3/7/12	Approve	GF
Lifeguard	Jesch, Emily	Pool	3/6/12	Approve	Pool
Para-Educator, Math	Newell, Susan	MA	3/5/12	Approve	SLIBG
Para-educator, Substitute	Herendeen, Tamara	DW	3/9/12	Approve	GF
Para-Educator, Wrld Lang	Duan, Jie	ACC	3/21/12	Approve	ACC
Sup Art Teacher	Deetz, Kristen	MAC	3/6/12	Approve	GF
Swim Instructor	Jesch, Emily	Pool	3/6/12	Approve	Pool
Water Fitness Instructor	Bernol-Bannett, Kate	Pool	3/6/12	Approve	Pool
Water Fitness Instructor	Hauser, Barbara	Pool	3/6/12	Approve	Pool
Yard Aide	Craik, Jenny	CO	3/5/12	Approve	GF

BOE Meeting 3/20/2012

Yard Aide	Hahn, Sue	OV	3/5/12	Approve	GF
Yard Aide	Mitchell, Danielle	OV	3/5/12	Approve	GF
Yard Aide	Robles, Claudia	OV	3/21/12	Approve	GF

Category: Separation of Service

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Secretary	Sosa, Janet		CO		6/18/12		Approve	
Yard Aide	Bitner, Theresa		CO		2/9/12		Approve	

Class Student Worker**Category:**

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
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See Attached

Class Uncompensated Service**Category: Volunteer**

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
	Chen, Howard				3/21/12		Approve	
	Das, Kakali				3/21/12		Approve	

Monday, March 12, 2012

BOE Meeting 3/20/2012

Gann, Jack	3/21/12	Approve
Graf, Michael	3/21/12	Approve
Gregor, Melanie	3/21/12	Approve
Krashna, Hari	3/21/12	Approve
Lam, Kathy	3/21/12	Approve
Lopez, Rocio	3/21/12	Approve
Moy, Nathan	3/21/12	Approve
Nordahl, Gary	3/21/12	Approve
O'Regan, Deirdre	3/21/12	Approve
Osterweil, Naomi	3/21/12	Approve
Papas, Caroline	3/21/12	Approve
Park, Jessica	3/21/12	Approve
Pfohl, Melisa	3/21/12	Approve
Shumacher, Marilyn	3/21/12	Approve

BOE Meeting 3/20/2012

	Walden, Miriam	3/21/12	Approve
	Whitridge, Catherine	3/21/12	Approve
Mental Health	Young, Arlene	3/21/12	Approve

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February 2012 Warrant Listing				
ACSIG - DELTA DENTAL (000413/1)	Check # 50099458, Dated 02/02/2012, Printed (RG000190), PO# ,Batchld AP02022012H			
01/12 DENTAL PREMIUM	010-9534- - - - -	\$36,733.78	Check Amount for	\$36,733.78
ACSIG - VISION INSURANCE (000412/1)	Check # 50099459, Dated 02/02/2012, Printed (RG000190), PO# ,Batchld AP02022012H			
01/12 VISION PREMIUM	010-9534- - - - -	\$11,157.30	Check Amount for	\$11,157.30
ALBANY FORD-SUBARU (001731/1)	Check # 50099460, Dated 02/02/2012, Printed (RG000190), PO# P12-00432,Batchld AP02022012H			
2011/12 MAINT FOR AUSS VEHICLES	010-5622-9021-1110-4200-038-38- -	\$9.59	Check Amount for	\$9.59
AMERICAN SOIL & STONE PRODUCTS (006426/1)	Check # 50099461, Dated 02/02/2012, Printed (RG000190), PO# P11-01241,Batchld AP02022012H			
baseball infield mix for Cougar Field	010-4300-8150-0000-8110-000-00- -	\$489.38	Check Amount for	\$489.38
APODACO MECHANICAL & CONSULTING, INC. (007868/1)	Check # 50099462, Dated 02/02/2012, Printed (RG000190), PO# P12-01026,Batchld AP02022012H			
REPAIR HVAC UNITS	140-5670-0000-0000-8110-000-00- -	\$5,134.25		
REPAIR HVAC UNITS	140-5670-0000-0000-8110-000-00- -	\$190.00	Check Amount for	\$5,324.25
Aramark Uniform Service (007442/2)	Check # 50099463, Dated 02/02/2012, Printed (RG000190), PO# P12-00244,Batchld AP02022012H			
DUST MOP & TOWEL SERVICE	010-5800-0000-0000-8200-000-00- -	\$80.24	Check Amount for	\$80.24
AT&T (005220/7)	Check # 50099464, Dated 02/02/2012, Printed (RG000190), PO# ,Batchld AP02022012H			
12/19-01/18 SERVICE	010-5930-0000-1110-8200-038-00- -	\$10.77		
12/19-01/18 SERVICE	010-5930-8150-0000-8200-000-00- -	\$10.00		
12/19-01/18 SERVICE	010-5930-0000-0000-8200-000-00- -	\$396.05		
12/19-01/18 SERVICE	010-5930-0000-1110-8200-004-00- -	\$17.06		
12/19-01/18 SERVICE	010-5930-0000-0000-8200-000-00- -	\$193.71		
12/19-01/18 SERVICE	010-5930-0000-1110-8200-016-00- -	\$69.34		
12/19-01/18 SERVICE	010-5930-0000-0000-8200-000-00- -	\$150.63		
12/19-01/18 SERVICE	010-5930-0000-1110-8200-038-00- -	\$210.84		
12/19-01/18 SERVICE	010-5930-0000-8100-8200-005-00- -	\$18.29		
12/19-01/18 SERVICE	010-5930-0000-3200-8200-033-00- -	\$192.33	Check Amount for	\$1,269.02
CYNTHIA ATTIEH C/O DISTRICT OFFICE (003483/1)	Check # 50099465, Dated 02/02/2012, Printed (RG000190), PO# P12-01192,Batchld AP02022012H			
REIMB FOR NOTARY FEES	010-5800-0000-0000-7400-000-00- -	\$30.00	Check Amount for	\$30.00
KC Distance Learning, Inc. (007422/2)	Check # 50099466, Dated 02/02/2012, Printed (RG000190), PO# ,Batchld AP02022012H			
08/11 & 09/11 SEMESTER ENROLLMENTS/MAC HIGH	010-4300-3010-3200-1000-033-33- -	\$1,794.00	Check Amount for	\$1,794.00
PARENT (007869/1)	Check # 50099467, Dated 02/02/2012, Printed (RG000190), PO# P12-00571,Batchld AP02022012H			
PER COMPROMISE & RELEASE	010-5827-6500-5001-7100-000-65- -	\$2,195.00	Check Amount for	\$2,195.00
GISELE BALTAZAR (007966/1)	Check # 50099468, Dated 02/02/2012, Printed (RG000190), PO# ,Batchld AP02022012H			
REFUND/CANCELLED AAS SEWING A TO Z CLASS	110-8671-0000- - - - -	\$85.00	Check Amount for	\$85.00
BARNES & NOBLE INC (001667/2)	Check # 50099469, Dated 02/02/2012, Printed (RG000190), PO# P12-01169,Batchld AP02022012H			
CONFLICT MANAGER MATERIALS	010-4300-0100-1110-1000-000-00- -	\$90.36	Check Amount for	\$90.36
BAY ALARM (000068/3)	Check # 50099470, Dated 02/02/2012, Printed (RG000190), PO# P12-00431,Batchld AP02022012H			
11/12 Fire & Security System Monitoring	140-5825-0000-0000-8100-000-00- -	\$189.00		
11/12 Fire & Security System Monitoring	140-5825-0000-0000-8100-000-00- -	\$240.00	Check Amount for	\$429.00
BERKELEY FARMS (006683/1)	Check # 50099471, Dated 02/02/2012, Printed (RG000190), PO# P12-00416,Batchld AP02022012H			
DAIRY	130-4700-5310-0000-3700-000-00- -	\$1,026.17	Check Amount for	\$1,026.17
DEBORAH B PLACE C/O ALBANY MIDDLE SCHOOL (004084/1)	Check # 50099472, Dated 02/02/2012, Printed (RG000190), PO# P12-00766,Batchld AP02022012H			
2011/12 MILEAGE REIMBURSEMENT	010-5200-0100-0000-2100-000-00- -	\$26.20	Check Amount for	\$26.20
CHEF'S CORNER (003925/1)	Check # 50099473, Dated 02/02/2012, Printed (RG000190), PO# P12-00730,Batchld AP02022012H			
FOOD	130-4700-5310-0000-3700-000-00- -	\$1,766.54	Check Amount for	\$1,766.54
CHEVRON AND TEXACO BUSINESS (000105/2)	Check # 50099474, Dated 02/02/2012, Printed (RG000190), PO# P12-00232,Batchld AP02022012H			
2011/12 FUEL / FUEL SERVICES	130-4300-5310-0000-3700-000-00- -	\$41.00	Check Amount for	\$41.00
COMTEL SERVICE COMPANY (000772/2)	Check # 50099475, Dated 02/02/2012, Printed (RG000190), PO# P12-01058,Batchld AP02022012H			
REPAIR OCEAN VIEW BELLS	010-5670-8150-1110-8110-004-00- -	\$652.50	Check Amount for	\$652.50
CONSOLIDATED ENGINEERING LABS (007596/1)	Check # 50099476, Dated 02/02/2012, Printed (RG000190), PO# ,Batchld AP02022012H			
POOL PROJECT ENGINEERING/MANAGEMENT	210-6261-1711-0000-8500-005-00- -	\$3,275.46	Check Amount for	\$3,275.46

February 2012 Warrant Listing				
CONTRA COSTA CO OFFICE OF EDU (001943/2)	Check # 50099477, Dated 02/02/2012, Printed (RG000190), PO# ,BatchId AP02022012H			
BTSA TRAINING	010-5200-0325-1110-2700-000-00- -	\$130.00		
01/12/12 AB430 MODLE 1 TRAINING/A. RITCHIE	010-5200-0325-1110-2700-000-00- -	\$50.00	Check Amount for	\$180.00
HSBC BUSINESS SOLUTIONS (006700/1)	Check # 50099478, Dated 02/02/2012, Printed (RG000190), PO# ,BatchId AP02022012H			
CULINARY ART SUPPLIES	010-4300-9020-1131-1000-038-38- -	\$64.55		
FOOD	130-4700-5310-0000-3700-000-00- -	\$603.77		
SUPPLIES	130-4710-5310-0000-3700-000-00- -	\$132.93	Check Amount for	\$801.25
PARENT (004198/1)	Check # 50099479, Dated 02/02/2012, Printed (RG000190), PO# P12-00836, BatchId AP02022012H			
	010-5827-6500-5001-7100-000-65- -	\$1,305.00	Check Amount for	\$1,305.00
DANIELSEN (000512/1)	Check # 50099480, Dated 02/02/2012, Printed (RG000190), PO# P12-00412, BatchId AP02022012H			
FOOD	130-4700-5310-0000-3700-000-00- -	\$1,039.58		
SUPPLIES	130-4710-5310-0000-3700-000-00- -	\$115.90	Check Amount for	\$1,155.48
DELTA DENTAL (000260/2)	Check # 50099481, Dated 02/02/2012, Printed (RG000190), PO# ,BatchId AP02022012H			
01/12 DELTA DENTAL PREMIUM	010-9534- - - - -	\$4,979.23	Check Amount for	\$4,979.23
DISCOUNT OFFICE SOLUTIONS (007411/1)	Check # 50099482, Dated 02/02/2012, Printed (RG000190), PO# ,BatchId AP02022012H			
POOL OFFICE FURNITURE	210-4300-1711-0000-8500-005-00- -	\$3,021.95	Check Amount for	\$3,021.95
DJ CO-OPS (005466/2)	Check # 50099483, Dated 02/02/2012, Printed (RG000190), PO# P12-00447, BatchId AP02022012H			
2011/12 FOOD CO-OP FEES	130-4700-5310-0000-3700-000-00- -	\$126.55	Check Amount for	\$126.55
EBMUD (000224/2)	Check # 50099484, Dated 02/02/2012, Printed (RG000190), PO# ,BatchId AP02022012H			
12/21-01/23 SERVICE	010-5555-0000-1110-8200-038-00- -	\$210.23		
11/15-01/18 SERVICE	010-5555-0000-1110-8200-003-00- -	\$1,041.07		
11/18-01/24 SERVICE	010-5555-0000-1110-8200-001-00- -	\$401.40	Check Amount for	\$1,652.70
EPS-SCHOOL SPECIALTY (006726/3)	Check # 50099485, Dated 02/02/2012, Printed (RG000190), PO# P12-00303, BatchId AP02022012H			
AMS CLASSROOM BOOKS	010-4300-1100-1110-1000-016-16- -	\$143.66	Check Amount for	\$143.66
EUNICE GOURMET (005553/1)	Check # 50099486, Dated 02/02/2012, Printed (RG000190), PO# P12-00410, BatchId AP02022012H			
11/12 WORKING SELPA LUNCHES	010-4300-6502-5050-2200-069-00- -	\$80.00	Check Amount for	\$80.00
FAGEN FRIEDMAN & FULFROST, LLP (006437/1)	Check # 50099487, Dated 02/02/2012, Printed (RG000190), PO# ,BatchId AP02022012H			
11/11 LEGAL SERVICES	010-5826-0000-0000-7100-000-00- -	\$3,395.50		
11/11 LEGAL SERVICES	010-5826-6500-5001-7100-000-65- -	\$2,321.10	Check Amount for	\$5,716.60
FLINN SCIENTIFIC (002175/1)	Check # 50099488, Dated 02/02/2012, Printed (RG000190), PO# P12-00581, BatchId AP02022012H			
AMS SCIENCE MATERIALS	010-4300-1100-1110-1000-016-16- -	\$357.26	Check Amount for	\$357.26
FOLLETT LIBRARY RESOURCES (000748/2)	Check # 50099489, Dated 02/02/2012, Printed (RG000190), PO# P12-01064, BatchId AP02022012H			
AHS LIBRARY MATERIALS	010-4200-9006-1110-2420-038-38- -	\$415.10	Check Amount for	\$415.10
FUJI FOOD PRODUCTS, INC. (007926/1)	Check # 50099490, Dated 02/02/2012, Printed (RG000190), PO# ,BatchId AP02022012H			
FOOD	130-4700-5310-0000-3700-000-00- -	\$210.00	Check Amount for	\$210.00
GOLD STAR FOODS (002941/3)	Check # 50099491, Dated 02/02/2012, Printed (RG000190), PO# P12-00419, BatchId AP02022012H			
FOOD	130-4700-5310-0000-3700-000-00- -	\$1,643.77	Check Amount for	\$1,643.77
GOPHER SPORTS (005247/2)	Check # 50099492, Dated 02/02/2012, Printed (RG000190), PO# P12-01122, BatchId AP02022012H			
TABLES & SUPPLIES FOR POOL	210-4300-1711-0000-8500-005-00- -	\$212.13	Check Amount for	\$212.13
GREAT AMERICAN LEASING CORP. (007274/1)	Check # 50099493, Dated 02/02/2012, Printed (RG000190), PO# P12-00428, BatchId AP02022012H			
11/12 COPIER LEASE/SELPA	010-5611-6502-5050-2200-069-00- -	\$181.62	Check Amount for	\$181.62
HOUGHTON MIFFLIN GRT SOURCE (003562/2)	Check # 50099494, Dated 02/02/2012, Printed (RG000190), PO# P12-01101, BatchId AP02022012H			
CORNELL CLASSROOM MATERIALS	010-4300-6300-1110-1000-001-01- -	\$141.33	Check Amount for	\$141.33
GREATER TESTING CONCEPTS (005402/1)	Check # 50099495, Dated 02/02/2012, Printed (RG000190), PO# ,BatchId AP02022012H			
11/12 MANDELBROT COMPETITION	010-4300-1100-1134-1000-038-38- -	\$35.00	Check Amount for	\$35.00
PARENT (004072/1)	Check # 50099496, Dated 02/02/2012, Printed (RG000190), PO# ,BatchId AP02022012H			
REIMB FOR EXPENSE	010-4300-6500-5001-3150-000-65- -	\$189.99	Check Amount for	\$189.99
HANDWRITING WITHOUT TEARS (002597/2)	Check # 50099497, Dated 02/02/2012, Printed (RG000190), PO# P12-01152, BatchId AP02022012H			
LETTER & NUMBERS WORKBOOKS FOR CORNELL	010-4300-1100-1110-1000-001-01- -	\$48.09	Check Amount for	\$48.09

February 2012 Warrant Listing					
ANDREA HART (006378/1)	Check # 50099498, Dated 02/02/2012, Printed (RG000190), PO# P12-00910, Batchld AP02022012H				
AHS PLAY, MUSICAL & SPRING PRODUCTION	010-5825-9005-1110-2700-038-38- -	\$3,000.00	Check Amount for	\$3,000.00	
NANCY HENDERSON C/O SPECIAL SERVICES (003376/1)	Check # 50099499, Dated 02/02/2012, Printed (RG000190), PO# P12-00516, Batchld AP02022012H				
2011/12 MILEAGE REIMBURSEMENT	010-5200-6500-5001-2100-000-65- -	\$43.91	Check Amount for	\$43.91	
HILLYARD/SAN FRANCISCO (007392/1)	Check # 50099500, Dated 02/02/2012, Printed (RG000190), PO# P12-00242, Batchld AP02022012H				
DISTRICT SANITARY SUPPLIES	010-4300-1102-0000-8200-000-00- -	\$1,529.92	Check Amount for	\$1,529.92	
HOME DEPOT CREDIT SERVICES (000495/3)	Check # 50099501, Dated 02/02/2012, Printed (RG000190), PO# P12-00240, Batchld AP02022012H				
HARDWARE	010-4300-8150-0000-8110-000-00- -	\$33.26			
HARDWARE FOR AMS TECH PROJECT	010-4300-9031-1110-1000-016-00- -	\$285.35	Check Amount for	\$318.61	
LAKESHORE (000214/1)	Check # 50099502, Dated 02/02/2012, Printed (RG000190), PO# P12-01113, Batchld AP02022012H				
MARIN CLASSROOM SUPPLIES	010-4300-9020-1110-1000-003-03- -	\$640.46	Check Amount for	\$640.46	
UC REGENTS (001933/4)	Check # 50099503, Dated 02/02/2012, Printed (RG000190), PO# P12-00873, Batchld AP02022012H				
11/16/11 CORNELL WORKSHOP- GIANT GEOMETRY	010-5810-0108-1110-1000-001-01- -	\$336.00	Check Amount for	\$336.00	
Learning A-Z (007685/2)	Check # 50099504, Dated 02/02/2012, Printed (RG000190), PO# P12-00931, Batchld AP02022012H				
RAZ-KID SITE LICENSE FOR OCEAN VIEW	010-4300-9006-1110-1000-004-04- -	\$359.70	Check Amount for	\$359.70	
ALLEN LETSOME (001269/1)	Check # 50099505, Dated 02/02/2012, Printed (RG000190), PO# , Batchld AP02022012H				
REFUND/CANCELLED AAS NAVIGATING LONG-TERM CARE CLASS	110-8671-0000- - - - -	\$35.00	Check Amount for	\$35.00	
LINCOLN AQUATICS (005309/1)	Check # 50099506, Dated 02/02/2012, Printed (RG000190), PO# P12-01123, Batchld AP02022012H				
POOL SUPPLIES	210-4300-1711-0000-8500-005-00- -	\$2,458.22	Check Amount for	\$2,458.22	
LOZANO SMITH (000057/1)	Check # 50099507, Dated 02/02/2012, Printed (RG000190), PO# , Batchld AP02022012H				
12/11 LEGAL SERVICES	010-5826-0000-0000-7100-000-00- -	\$3,366.83	Check Amount for	\$3,366.83	
MAGGIORA BAKING CO (000577/1)	Check # 50099508, Dated 02/02/2012, Printed (RG000190), PO# P12-00414, Batchld AP02022012H				
FOOD	130-4700-5310-0000-3700-000-00- -	\$655.35	Check Amount for	\$655.35	
IDA MIZUHARA (007968/1)	Check # 50099509, Dated 02/02/2012, Printed (RG000190), PO# , Batchld AP02022012H				
REFUND FOR CANCELLED AAS CLASS	110-8671-0000- - - - -	\$70.00	Check Amount for	\$70.00	
SEAN MORRIS C/O ALBANY HIGH SCHOOL (006583/1)	Check # 50099510, Dated 02/02/2012, Printed (RG000190), PO# P12-01170, Batchld AP02022012H				
REIMB FOR CLASSROOM SUPPLIES	010-4300-1100-1131-1000-038-38- -	\$14.14	Check Amount for	\$14.14	
ELLEN MURFF C/O CORNELL SCHOOL (006793/1)	Check # 50099511, Dated 02/02/2012, Printed (RG000190), PO# P12-00009, Batchld AP02022012H				
11/12 REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-001-01- -	\$46.56	Check Amount for	\$46.56	
NATIONAL ELEVATOR CO (004187/1)	Check # 50099512, Dated 02/02/2012, Printed (RG000190), PO# P12-00230, Batchld AP02022012H				
2011/12 AMS ELEVATOR SERVICE	010-5610-8150-1110-8110-016-00- -	\$135.00	Check Amount for	\$135.00	
NEXTEL COMMUNICATIONS (004314/2)	Check # 50099513, Dated 02/02/2012, Printed (RG000190), PO# P12-00237, Batchld AP02022012H				
2011/12 CELL PHONE SERVICE	010-5930-0000-0000-8200-000-00- -	\$219.57			
2011/12 CELL PHONE SERVICE	010-5930-7230-5001-8200-000-00- -	\$83.00	Check Amount for	\$302.57	
OFFICE DEPOT (000048/1)	Check # 50099514, Dated 02/02/2012, Printed (RG000190), PO# P12-01133, Batchld AP02022012H				
ACC SUPPLIES	120-4300-0000-8500-1000-000-00- -	\$87.78			
ACC SUPPLIES	120-4300-0000-8500-1000-000-00- -	\$80.44			
SPECIAL SERVICES SUPPLIES	010-4300-6500-5001-2100-000-65- -	\$540.75			
SPECIAL SERVICES SUPPLIES	010-4300-6500-5001-2100-000-65- -	\$7.06			
AHS SUPPLIES	010-4300-1100-1110-1000-038-38- -	\$96.77			
AHS SUPPLIES	010-4300-9006-1110-2700-038-38- -	\$75.79			
AHS SUPPLIES	010-4300-1100-1110-1000-038-38- -	\$52.57			
AHS SUPPLIES	010-4300-9006-1110-2700-038-38- -	\$41.17			
AHS SUPPLIES	010-4300-1100-1110-1000-038-38- -	\$70.99			
AHS SUPPLIES	010-4300-9006-1110-2700-038-38- -	\$55.60			
POOL SUPPLIES	010-4300-0005-0000-8200-005-00- -	\$43.91			
POOL SUPPLIES	210-4300-1711-0000-8500-005-00- -	\$158.94			
CORNELL SUPPLIES	010-4300-1100-1110-1000-001-01- -	\$116.34			
CORNELL SUPPLIES	010-4300-6300-1110-1000-001-01- -	\$809.70			

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CORNELL SUPPLIES	010-4300-9020-1110-1000-001-01 -	\$12.42			
OCEAN VIEW SUPPLIES	010-4300-1100-1110-1000-004-04 -	\$1,124.84			
OCEAN VIEW SUPPLIES	010-4300-9007-1110-1000-004-04 -	\$197.06			
OCEAN VIEW SUPPLIES	010-4300-1100-1110-1000-004-04 -	\$39.24			
OCEAN VIEW SUPPLIES	010-4300-9007-1110-1000-004-04 -	\$6.87			
MARIN SUPPLIES	010-4300-1100-1110-1000-003-03 -	\$1,084.52			
MARIN SUPPLIES	010-4300-6300-1110-1000-003-03 -	\$123.98			
MARIN SUPPLIES	010-4300-9020-1110-1000-003-03 -	\$195.42			
OCEAN VIEW SUPPLIES	010-4300-1100-1110-1000-004-04 -	\$203.93			
OCEAN VIEW SUPPLIES	010-4300-9007-1110-1000-004-04 -	\$35.73			
CORNELL SUPPLIES	010-4300-1100-1110-1000-001-01 -	\$1.78			
CORNELL SUPPLIES	010-4300-6300-1110-1000-001-01 -	\$12.42			
CORNELL SUPPLIES	010-4300-9020-1110-1000-001-01 -	\$0.19			
CORNELL SUPPLIES	010-4300-1100-1110-1000-001-01 -	\$195.42			
CORNELL SUPPLIES	010-4300-1100-1110-1000-001-01 -	\$16.73			
CORNELL SUPPLIES	010-4300-6300-1110-1000-001-01 -	\$116.34			
CORNELL SUPPLIES	010-4300-9020-1110-1000-001-01 -	\$1.78			
TECH SUPPLIES	010-4300-0077-0000-7700-000-00 -	\$24.50			
AMS SUPPLIES	010-4300-1100-1110-1000-016-16 -	\$146.92			
ACC SUPPLIES	120-4300-0000-8500-1000-000-00 -	\$30.38	Check Amount for	\$5,808.28	
OUR FAMILY COALITION (007106/2)					
Check # 50099515, Dated 02/02/2012, Printed (RG000190), PO# ,Batchld AP02022012H					
01/19/12 FAMILY EDUCATION TRAINING AT MARIN	010-5800-9020-1110-1000-001-01 -	\$83.33			
01/19/12 FAMILY EDUCATION TRAINING AT MARIN	010-5800-9020-1110-1000-003-03 -	\$83.34			
01/19/12 FAMILY EDUCATION TRAINING AT MARIN	010-5800-9020-1110-1000-004-04 -	\$83.33	Check Amount for	\$250.00	
NCS PEARSON, INC. (006157/2)					
Check # 50099516, Dated 02/02/2012, Printed (RG000190), PO# P12-01151, Batchld AP02022012H					
SPECIAL EDUCATION TESTING MATERIALS	010-4300-6500-5001-3120-000-65 -	\$198.89			
SPECIAL EDUCATION TESTING MATERIALS	010-4300-0000-0000-3120-000-00 -	\$198.89	Check Amount for	\$397.78	
PG&E (000029/1)					
Check # 50099517, Dated 02/02/2012, Printed (RG000190), PO# ,Batchld AP02022012H					
12/22-01/23 SERVICE	010-5520-0000-1110-8200-001-00 -	\$347.62			
12/22-01/23 SERVICE	010-5520-0000-1110-8200-038-00 -	\$10,571.44			
12/23-01/24 SERVICE	010-5520-0000-1110-8200-001-00 -	\$100.61			
12/23-01/24 SERVICE	010-5520-0000-1110-8200-016-00 -	\$5,043.47			
12/23-01/24 SERVICE	010-5520-0000-0000-8200-020-00 -	\$1,066.88	Check Amount for	\$17,130.02	
Edward Pollard (006661/2)					
Check # 50099518, Dated 02/02/2012, Printed (RG000190), PO# P12-00563, Batchld AP02022012H					
2011/12 MILEAGE REIMBURSEMENT	010-5200-6500-5001-2100-000-65 -	\$40.70	Check Amount for	\$40.70	
HOUGHTON MIFFLIN (001087/2)					
Check # 50099519, Dated 02/02/2012, Printed (RG000190), PO# P12-01149, Batchld AP02022012H					
SPECIAL EDUCATION TESTING MATERIALS	010-4300-6500-5001-3120-000-65 -	\$36.51			
SPECIAL EDUCATION TESTING MATERIALS	010-4300-0000-0000-3120-000-00 -	\$41.25	Check Amount for	\$77.76	
ROTO-ROOTER (000599/1)					
Check # 50099520, Dated 02/02/2012, Printed (RG000190), PO# P12-01184, Batchld AP02022012H					
DRAIN/SEWER CLEANING SERVICE AT OCEAN VIEW	140-5670-0000-0000-8100-004-00 -	\$700.00	Check Amount for	\$700.00	
DOLORES RUFF (003013/1)					
Check # 50099521, Dated 02/02/2012, Printed (RG000190), PO# ,Batchld AP02022012H					
REFUND/CANCELLED AAS CLASS	110-8671-0000- - - - -	\$85.00	Check Amount for	\$85.00	
SCHOOL HEALTH CORPORATION (000122/2)					
Check # 50099522, Dated 02/02/2012, Printed (RG000190), PO# P12-01167, Batchld AP02022012H					
HAND SANITIZER FOR MARIN	010-4300-9020-1110-1000-003-03 -	\$317.54	Check Amount for	\$317.54	
SCHOOL OUTFITTERS (005909/2)					
Check # 50099523, Dated 02/02/2012, Printed (RG000190), PO# P12-01090, Batchld AP02022012H					
CHAIRS FOR MARIN CLASSROOMS	010-4300-1100-1110-1000-003-03 -	\$1,296.80	Check Amount for	\$1,296.80	
SCHOOL SPECIALTY INC (003770/7)					
Check # 50099524, Dated 02/02/2012, Printed (RG000190), PO# P12-01114, Batchld AP02022012H					
TACK BOARDS & STORAGE CART FOR MARIN CLASSROOM	010-4300-9006-1110-1000-003-03 -	\$386.81	Check Amount for	\$386.81	
SCOTT ELECTRIC USA (007961/2)					
Check # 50099525, Dated 02/02/2012, Printed (RG000190), PO# P12-01160, Batchld AP02022012H					

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LAMPS FOR AHS	010-4300-1100-1110-1000-038-38 - -	\$17.00	Check Amount for	\$17.00
ALISON SEEVAK (003850/1)	Check # 50099526, Dated 02/02/2012, Printed (RG000190), PO# P12-00695, Batchld AP02022012H			
2011/12 5TH GRADE POETRY CLASSES-CORNELL	010-5825-9006-1110-1000-001-01 - -	\$2,250.00	Check Amount for	\$2,250.00
HYOJIN SEO (007969/1)	Check # 50099527, Dated 02/02/2012, Printed (RG000190), PO# , Batchld AP02022012H			
REFUND/CANCELLED AAS ENGLISH CLASS	110-8671-0000- - - - -	\$40.00	Check Amount for	\$40.00
QUANTA (006974/2)	Check # 50099528, Dated 02/02/2012, Printed (RG000190), PO# P12-00234, Batchld AP02022012H			
2011/12 MONTHLY LICENSE FEE FOR MANAGED SERVICES	010-5825-0077-0000-7700-000-00 - -	\$2,633.20	Check Amount for	\$2,633.20
SYSCO FOOD SERVICES (000565/2)	Check # 50099529, Dated 02/02/2012, Printed (RG000190), PO# P12-00413, Batchld AP02022012H			
FOOD	130-4700-5310-0000-3700-000-00 - -	\$1,762.07		
SUPPLIES	130-4710-5310-0000-3700-000-00 - -	\$695.47	Check Amount for	\$2,457.54
SONAM TENCHONG (007967/1)	Check # 50099530, Dated 02/02/2012, Printed (RG000190), PO# , Batchld AP02022012H			
REFUND/CANCELLED AAS ESL CLASS	110-8671-0000- - - - -	\$35.00	Check Amount for	\$35.00
TOSHIBA BUSINESS SOLUTIONS CA (004499/5)	Check # 50099531, Dated 02/02/2012, Printed (RG000190), PO# P12-00585, Batchld AP02022012H			
AMS COPIER SUPPLIES	010-4300-1100-1110-2700-016-16 - -	\$28.82		
11/12 AMS COPIES	010-5610-1100-1110-2700-016-16 - -	\$20.38	Check Amount for	\$49.20
TROPICANA CHILLED (007385/1)	Check # 50099532, Dated 02/02/2012, Printed (RG000190), PO# P12-00417, Batchld AP02022012H			
BEVERAGES	130-4700-5310-0000-3700-000-00 - -	\$411.60	Check Amount for	\$411.60
ELIZABETH TYLER CO/ SPECIAL EDUCATION (005237/1)	Check # 50099533, Dated 02/02/2012, Printed (RG000190), PO# P12-00493, Batchld AP02022012H			
2011/12 MILEAGE REIMBURSEMENT	010-5200-6500-5001-2100-000-65 - -	\$46.44	Check Amount for	\$46.44
Verizon Wireless (004236/3)	Check # 50099534, Dated 02/02/2012, Printed (RG000190), PO# P12-00288, Batchld AP02022012H			
2011/12 CELL PHONE SERVICE	010-5930-6502-5050-2200-069-00 - -	\$194.60	Check Amount for	\$194.60
GISELLA VILLAFUERTE C/O CENTRAL KITCHEN (007564/2)	Check # 50099535, Dated 02/02/2012, Printed (RG000190), PO# , Batchld AP02022012H			
12/12-01/10 MILEAGE REIMB	130-5200-5310-0000-3700-000-00 - -	\$2.78	Check Amount for	\$2.78
WASTE MANAGEMENT OF ALAMEDA (001541/4)	Check # 50099536, Dated 02/02/2012, Printed (RG000190), PO# , Batchld AP02022012H			
01/12 SERVICE	010-5515-0000-1110-8200-016-00 - -	\$30.78	Check Amount for	\$30.78
WAXIE SANITARY SUPPLY (003910/2)	Check # 50099537, Dated 02/02/2012, Printed (RG000190), PO# P12-01106, Batchld AP02022012H			
VACUUM FOR MARIN	010-4300-1102-1110-8200-003-03 - -	\$131.48	Check Amount for	\$131.48
GUILIANG WEN (007970/1)	Check # 50099538, Dated 02/02/2012, Printed (RG000190), PO# , Batchld AP02022012H			
REFUND FOR UNUSED LUNCH MONEY	130-8634-5310- - - - -	\$224.50	Check Amount for	\$224.50
WESTERN TELEPHONE AND ALARM (002223/2)	Check # 50099539, Dated 02/02/2012, Printed (RG000190), PO# , Batchld AP02022012H			
2012 1ST QTR MONITORING SERVICES	010-5610-0000-0000-8300-016-00 - -	\$30.00		
2012 1ST QTR MONITORING SERVICES	010-5610-0000-0000-8300-033-00 - -	\$60.00		
2012 1ST QTR MONITORING SERVICES	010-5610-0000-0000-8300-000-00 - -	\$60.00		
2012 1ST QTR MONITORING SERVICES	010-5610-0000-0000-8300-038-00 - -	\$75.00	Check Amount for	\$225.00
WILLIAMS SCOTSMAN, INC. (005507/2)	Check # 50099540, Dated 02/02/2012, Printed (RG000190), PO# P12-00430, Batchld AP02022012H			
11/12 MARIN PORTABLE RENT	010-5621-0000-1110-8700-003-00 - -	\$443.94	Check Amount for	\$443.94
ALAMEDA UNIFIED SCHOOL DIST. (001037/1)	Check # 50099622, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
11/12 1ST & 2ND QTR SPED: LIE	100-7211-6530-5001-9200-069-00 - 201	\$1,476.00	Check Amount for	\$1,476.00
Albany Children's Center (006996/2)	Check # 50099623, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
01/20/12 RETURED CHECK	120-8673-0000- - - - -001	\$710.00	Check Amount for	\$710.00
Aramark Uniform Service (007442/2)	Check # 50099624, Dated 02/03/2012, Printed (RG000191), PO# P12-00244, Batchld AP02032012B			
DUST MOP & TOWEL SERVICE	010-5800-0000-0000-8200-000-00 - -	\$80.24	Check Amount for	\$80.24
ASSOCIATION OF PEDIATRIC THERAPISTS (007974/1)	Check # 50099625, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
VESTIBULAR REHABILITATION ASSESSMENT COURSE	010-5200-6500-5001-3140-000-65 - -	\$325.00	Check Amount for	\$325.00
AT&T (005220/7)	Check # 50099626, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
12/19-01/18 SERVICE	010-5930-0000-1110-8200-016-00 - -	\$52.90	Check Amount for	\$52.90
AUSD REVOLVING FUND (000276/2)	Check # 50099627, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
01/17/12 RETURNED CHECK	010-8699-0108- - -001- - -	\$24.00	Check Amount for	\$24.00
B&H PHOTO (005413/1)	Check # 50099628, Dated 02/03/2012, Printed (RG000191), PO# P12-01109, Batchld AP02032012B			

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AHS VIDEO PROJECT	010-4300-0100-1110-1000-038-00 -	\$14,699.18	Check Amount for	\$14,699.18
BERKELEY FARMS (006683/1)	Check # 50099629, Dated 02/03/2012, Printed (RG000191), PO# P12-00416, Batchld AP02032012B			
DAIRY	130-4700-5310-0000-3700-000-00 -	\$1,743.47	Check Amount for	\$1,743.47
BERKELEY UNIFIED SCHOOL DIST. (000600/2)	Check # 50099630, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
11/12 1ST & 2ND QTR SPED: LIE	100-7211-6530-5001-9200-069-00- -202	\$2,068.00	Check Amount for	\$2,068.00
Bi-Rite Creamery (007684/1)	Check # 50099631, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
ICE CREAM 02/16/12 MARIN TRIP	010-5810-0108-1110-1000-003-03- -	\$77.50	Check Amount for	\$77.50
Bi-Rite Creamery (007684/1)	Check # 50099632, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
ICE CREAM 02/16/12 MARIN TRIP	010-5810-0108-1110-1000-003-03- -	\$77.50	Check Amount for	\$77.50
Teledi Brito C/O SELPA (007714/1)	Check # 50099633, Dated 02/03/2012, Printed (RG000191), PO# P12-01002, Batchld AP02032012B			
REIMB FOR MEETING & CONFERENCE EXPENSES	010-4300-6502-5050-2200-069-00- -	\$40.85		
POSTAGE REIMB	010-5910-6502-5050-2200-069-00- -	\$9.24	Check Amount for	\$50.09
COMTEL SERVICE COMPANY (000772/2)	Check # 50099634, Dated 02/03/2012, Printed (RG000191), PO# P12-00239, Batchld AP02032012B			
REPAIR DISTRICT CLOCKS &/OR BELLS	010-5670-8150-0000-8110-000-00- -	\$580.00	Check Amount for	\$580.00
CRAIGS OCEAN VIEW RENTALS (007977/1)	Check # 50099635, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
01/23-01/27 LODGING	010-5200-0000-0000-7100-000-00- -	\$800.00	Check Amount for	\$800.00
DANIELSEN (000512/1)	Check # 50099636, Dated 02/03/2012, Printed (RG000191), PO# P12-00412, Batchld AP02032012B			
FOOD	130-4700-5310-0000-3700-000-00- -	\$1,129.02		
SUPPLIES	130-4710-5310-0000-3700-000-00- -	\$149.95	Check Amount for	\$1,278.97
DISCOUNT OFFICE SOLUTIONS (007411/1)	Check # 50099637, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
OFFICE FURNITURE FOR POOL	210-4300-1711-0000-8500-005-00- -	\$810.18	Check Amount for	\$810.18
EMERY UNIFIED SCHOOL DISTRICT (005835/1)	Check # 50099638, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
11/12 1ST & 2ND QTR SPED: LIE	100-7211-6530-5001-9200-069-00- -203	\$88.00	Check Amount for	\$88.00
Employment Development Dept. (007101/2)	Check # 50099639, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
2011 4TH QTR LEC	010-3502-0000-0000-7200-000-00- -	\$3,375.80	Check Amount for	\$3,375.80
FLINC (007975/1)	Check # 50099640, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
UNIFORMS FOR POOL STAFF	010-4300-0005-0000-8200-005-00- -	\$2,380.98	Check Amount for	\$2,380.98
FOOD 4 THOUGHT, LLC (007143/1)	Check # 50099641, Dated 02/03/2012, Printed (RG000191), PO# P12-00415, Batchld AP02032012B			
PRODUCE	130-4700-5310-0000-3700-000-00- -	\$545.30	Check Amount for	\$545.30
PATRICIA FUJIWARA C/O ALBANY HIGH (004613/1)	Check # 50099642, Dated 02/03/2012, Printed (RG000191), PO# P12-00908, Batchld AP02032012B			
REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1138-1000-038-38- -	\$6.05	Check Amount for	\$6.05
GOLD STAR FOODS (002941/3)	Check # 50099643, Dated 02/03/2012, Printed (RG000191), PO# P12-00419, Batchld AP02032012B			
FOOD	130-4700-5310-0000-3700-000-00- -	\$1,837.48	Check Amount for	\$1,837.48
CINNA HUNTER C/O SPECIAL SERVICES (000198/1)	Check # 50099644, Dated 02/03/2012, Printed (RG000191), PO# P12-00605, Batchld AP02032012B			
2011/12 MILEAGE REIMBURSEMENT	010-5200-6500-5001-2100-000-65- -	\$5.94	Check Amount for	\$5.94
ADRIENNE KOHN C/O CORNELL ELEM (005299/1)	Check # 50099645, Dated 02/03/2012, Printed (RG000191), PO# P12-00021, Batchld AP02032012B			
11/12 REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-001-01- -	\$50.00	Check Amount for	\$50.00
LESLIE CERAMICS SUPPLY CO.,INC (000150/1)	Check # 50099646, Dated 02/03/2012, Printed (RG000191), PO# P12-00299, Batchld AP02032012B			
AMS ART SUPPLIES	010-4300-1100-1110-1000-016-16- -	\$284.42	Check Amount for	\$284.42
LOZANO SMITH (000057/1)	Check # 50099647, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
11/11 LEGAL SERVICES	010-5826-0000-0000-7100-000-00- -	\$8,078.50	Check Amount for	\$8,078.50
MAGGIORA BAKING CO (000577/1)	Check # 50099648, Dated 02/03/2012, Printed (RG000191), PO# P12-00414, Batchld AP02032012B			
FOOD	130-4700-5310-0000-3700-000-00- -	\$756.55	Check Amount for	\$756.55
SEAN OWENS C/O SPECIAL SERVICES (006354/1)	Check # 50099649, Dated 02/03/2012, Printed (RG000191), PO# P12-00607, Batchld AP02032012B			
2011/12 TRAVEL & MILEAGE REIMBURSEMENT	010-5200-6500-5001-2100-000-65- -	\$44.42	Check Amount for	\$44.42
PG&E (000029/1)	Check # 50099650, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
12/23-01/24 SERVICE	120-5520-0000-8500-8200-000-00- -	\$11.28	Check Amount for	\$11.28
PIEDMONT UNIFIED SCHOOL DIST (005594/1)	Check # 50099651, Dated 02/03/2012, Printed (RG000191), PO# , Batchld AP02032012B			
11/12 1ST & 2ND QTR SPED: LIE	100-7211-6530-5001-9200-069-00- -204	\$324.00	Check Amount for	\$324.00

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MARTHA SCHULTZ C/O NR SELPA (006368/1)	Check # 50099652, Dated 02/03/2012, Printed (RG000191), PO# ,Batchld AP02032012B			
12/01-01/31 MILEAGE REIMB	010-5200-6502-5050-2200-069-00 -	\$165.43	Check Amount for	\$165.43
HOSSNA SHARIFI (007976/1)	Check # 50099653, Dated 02/03/2012, Printed (RG000191), PO# ,Batchld AP02032012B			
REIMB FOR LIVE SCAN FEES	010-5838-0000-0000-7400-000-00 -	\$20.00	Check Amount for	\$20.00
SYSCO FOOD SERVICES (000565/2)	Check # 50099654, Dated 02/03/2012, Printed (RG000191), PO# P12-00413, Batchld AP02032012B			
FOOD	130-4700-5310-0000-3700-000-00 -	\$2,374.93		
SUPPLIES	130-4710-5310-0000-3700-000-00 -	\$775.94		
CULINARY ARTS FOOD	010-4300-9011-3200-1000-033-33 -	\$158.56	Check Amount for	\$3,309.43
TROPICANA CHILLED (007385/1)	Check # 50099655, Dated 02/03/2012, Printed (RG000191), PO# P12-00417, Batchld AP02032012B			
BEVERAGES	130-4700-5310-0000-3700-000-00 -	\$285.12	Check Amount for	\$285.12
RICHARD WALKER (001054/1)	Check # 50099656, Dated 02/03/2012, Printed (RG000191), PO# P12-00481, Batchld AP02032012B			
COMMUNICATION ACCESS REALTIME TRANSLATION SERVICES	010-5825-6500-5750-1180-000-65 -	\$3,888.75	Check Amount for	\$3,888.75
WESTERN TELEPHONE AND ALARM (002223/2)	Check # 50099657, Dated 02/03/2012, Printed (RG000191), PO# P12-01159, Batchld AP02032012B			
PROVIDE/INSTALL POOL SECURITY	210-5600-1711-0000-8500-005-00 -	\$1,100.00	Check Amount for	\$1,100.00
WILCO SUPPLY (000135/2)	Check # 50099658, Dated 02/03/2012, Printed (RG000191), PO# P12-01183, Batchld AP02032012B			
MAINT MATERIALS	010-4300-0077-0000-7700-000-00 -	\$136.67	Check Amount for	\$136.67
ALAMEDA COUNTY OFFICE OF ED (000024/1)	Check # 50099979, Dated 02/08/2012, Printed (RG000192), PO# P12-00003, Batchld AP02082012			
11/12 INTERNET SERVICE-OPT E MAN & LIGHTSPEED	010-5832-0077-0000-7700-000-00 -	\$7,703.00	Check Amount for	\$7,703.00
ALBANY HILL MINI MART (002305/1)	Check # 50099980, Dated 02/08/2012, Printed (RG000192), PO# P12-00233, Batchld AP02082012			
2011/12 FUEL / MAINT	010-4300-8150-0000-8110-000-00 -	\$210.16		
2011/12 FUEL / ATHLETICS	010-4300-9021-1110-4200-038-38 -	\$617.05	Check Amount for	\$827.21
DONALD ALBRIGHT (007910/1)	Check # 50099981, Dated 02/08/2012, Printed (RG000192), PO# P12-00846, Batchld AP02082012			
2011/12 MILEAGE REIMBURSEMENT	010-5200-8150-0000-8110-000-00 -	\$148.63	Check Amount for	\$148.63
APODACO MECHANICAL & CONSULTING, INC. (007868/1)	Check # 50099982, Dated 02/08/2012, Printed (RG000192), PO# ,Batchld AP02082012			
REPAIR HVAC SYSTEM	140-5670-0000-0000-8110-000-00 -	\$2,748.46	Check Amount for	\$2,748.46
AT&T (000037/3) (AT&T	Check # 50099983, Dated 02/08/2012, Printed (RG000192), PO# ,Batchld AP02082012			
01/28-02/27 SERVICE	010-5930-6502-5050-2200-069-00 -	\$51.03	Check Amount for	\$51.03
AT&T (005220/6)	Check # 50099984, Dated 02/08/2012, Printed (RG000192), PO# ,Batchld AP02082012			
01/12 CHARGES	010-5930-0000-0000-8200-000-00 -	\$67.74	Check Amount for	\$67.74
AMERICAN TELESOURCE, INC. (004858/1)	Check # 50099985, Dated 02/08/2012, Printed (RG000192), PO# P12-00238, Batchld AP02082012			
2011/12 REPAIR DISTRICT PHONE LINES	010-5670-8150-0000-8110-000-00 -	\$215.00	Check Amount for	\$215.00
Berkeley Live Scan (007717/1)	Check # 50099986, Dated 02/08/2012, Printed (RG000192), PO# P12-00449, Batchld AP02082012			
2011/12 LIVE SCAN FEES	010-5838-0000-0000-7400-000-00 -	\$340.00	Check Amount for	\$340.00
BIO CORPORATION (003939/2)	Check # 50099987, Dated 02/08/2012, Printed (RG000192), PO# P12-01111, Batchld AP02082012			
AHS SCIENCE SUPPLIES	010-4300-9020-1138-1000-038-38 -	\$274.79	Check Amount for	\$274.79
KEITH BROWN C/O CORNELL SCHOOL (002348/2)	Check # 50099988, Dated 02/08/2012, Printed (RG000192), PO# ,Batchld AP02082012			
REIMB FOR WORK SHOES	010-4300-1102-1110-8200-001-01 -	\$80.00	Check Amount for	\$80.00
CDW GOVERNMENT INC (003267/2)	Check # 50099989, Dated 02/08/2012, Printed (RG000192), PO# P12-01153, Batchld AP02082012			
MICROSOFT OFFICE FOR D.O.	010-4300-0000-0000-7200-000-00 -	\$53.03		
HP PRINTER FOR AHS	010-4300-1100-1110-1000-038-38 -	\$448.55		
DOCKING STATION FOR BARONE	010-4300-0077-0000-7700-000-00 -	\$241.08	Check Amount for	\$742.66
CENTER FOR EARLY INT. ON DEAFNESS (006336/1)	Check # 50099990, Dated 02/08/2012, Printed (RG000192), PO# P12-00661, Batchld AP02082012			
SPECIALIZED INSTUCTION FOR DEAF/HEARING IMPAIRED	010-5825-6500-5750-1180-000-65 -	\$960.00	Check Amount for	\$960.00
CHABOT SPACE & SCIENCE CENTER (005408/1)	Check # 50099991, Dated 02/08/2012, Printed (RG000192), PO# ,Batchld AP02082012			
03/01/12 MARIN CHABOT SPACE & SCI TRIP	010-5810-0108-1110-1000-003-03 -	\$806.00		
03/22/12 MARIN CHABOT SPACE & SCI TRIP	010-5810-0108-1110-1000-003-03 -	\$403.00	Check Amount for	\$1,209.00
CLARK WIRE & CABLE (007952/1)	Check # 50099992, Dated 02/08/2012, Printed (RG000192), PO# P12-01108, Batchld AP02082012			
CABLE FOR AHS VIDEO PROJECT	010-4300-0100-1110-1000-038-00 -	\$978.32	Check Amount for	\$978.32

February 2012 Warrant Listing				
CRAIGSLIST (005267/1)	Check # 50099993, Dated 02/08/2012, Printed (RG000192), PO# P12-00235, Batchld AP02082012			
2011/12 JOB POSTINGS	010-5812-0000-0000-7400-000-00 -	\$150.00	Check Amount for	\$150.00
CRISIS PREVENTION INSTITUTE, I (006299/2)	Check # 50099994, Dated 02/08/2012, Printed (RG000192), PO# , Batchld AP02082012			
NCI 3 DAY RENEWAL (SELPA)	010-5200-6502-5050-2200-069-00 -	\$679.00	Check Amount for	\$679.00
DELL MARKETING L.P. (003086/1)	Check # 50099995, Dated 02/08/2012, Printed (RG000192), PO# P12-00856, Batchld AP02082012			
1 DELL COMPUTER (SPECIAL EDUCATION)	010-4400-6500-5001-3120-000-65 -	\$376.33		
1 DELL COMPUTER (SPECIAL EDUCATION)	010-4400-0000-5001-3120-000-65 -	\$376.34	Check Amount for	\$752.67
DESIGN A SIGN (001595/1)	Check # 50099996, Dated 02/08/2012, Printed (RG000192), PO# P12-01236, Batchld AP02082012			
POOL SIGNS	210-4300-1711-0000-8500-005-00 -	\$978.75	Check Amount for	\$978.75
DESIGN SPACE MODULAR BUILDINGS (007355/3)	Check # 50099997, Dated 02/08/2012, Printed (RG000192), PO# P12-00236, Batchld AP02082012			
2011/12 DISTRICT OFFICE LEASE	140-5621-0000-0000-8100-000-00 -	\$4,131.73	Check Amount for	\$4,131.73
DISCOUNT OFFICE SOLUTIONS (007411/1)	Check # 50099998, Dated 02/08/2012, Printed (RG000192), PO# , Batchld AP02082012			
OFFICE FURNITURE (BRILL/BAKKENTA)	010-4300-1100-1110-2700-016-16 -	\$1,000.00		
OFFICE FURNITURE (BRILL/BAKKENTA)	140-4300-0000-0000-8100-000-00 -	\$2,794.29	Check Amount for	\$3,794.29
EBMUD (000224/2)	Check # 50099999, Dated 02/08/2012, Printed (RG000192), PO# , Batchld AP02082012			
11/28-01/28 SERVICE	010-5555-0000-1110-8200-004-00 -	\$401.40	Check Amount for	\$401.40
EDUCATIONAL INNOVATIONS (006412/2)	Check # 50100000, Dated 02/08/2012, Printed (RG000192), PO# P12-01015, Batchld AP02082012			
AHS SCIENCE MATERIALS	010-4300-9006-1138-1000-038-38 -	\$123.98	Check Amount for	\$123.98
FAGEN FRIEDMAN & FULFROST, LLP (006437/1)	Check # 50100001, Dated 02/08/2012, Printed (RG000192), PO# , Batchld AP02082012			
12/11 LEGAL SERVICES	010-5826-0000-0000-7100-000-00 -	\$2,930.00		
12/11 LEGAL SERVICES	010-5826-6500-5001-7100-000-65 -	\$645.58	Check Amount for	\$3,575.58
FALTZ ASSOCIATES INC. (002688/1)	Check # 50100002, Dated 02/08/2012, Printed (RG000192), PO# P12-00664, Batchld AP02082012			
SPEECH THERAPY SERVICES	010-5825-6500-5750-1180-000-65 -	\$660.00	Check Amount for	\$660.00
Laidlaw Transit, Inc. (007019/4)	Check # 50100003, Dated 02/08/2012, Printed (RG000192), PO# P12-00554, Batchld AP02082012			
11/12 BUSES/ATHLETICS TRANSPORTATION	010-5810-9021-1110-4200-038-38 -	\$1,273.78	Check Amount for	\$1,273.78
FLAGHOUSE INC. (000170/1)	Check # 50100004, Dated 02/08/2012, Printed (RG000192), PO# P12-01121, Batchld AP02082012			
BLEACHERS FOR POOL	210-4300-1711-0000-8500-005-00 -	\$4,884.07	Check Amount for	\$4,884.07
PATRICIA FUJIWARA C/O ALBANY HIGH (0046131)	Check # 50100005, Dated 02/08/2012, Printed (RG000192), PO# P12-00908, Batchld AP02082012			
REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1138-1000-038-38 -	\$34.97	Check Amount for	\$34.97
MARGARET GOLDBERG C/O OCEAN VIEW SCHOOL (006385/1)	Check # 50100006, Dated 02/08/2012, Printed (RG000192), PO# P12-00267, Batchld AP02082012			
2011/12 REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-004-04 -	\$39.12	Check Amount for	\$39.12
HAPPY PRODUCE (000391/1)	Check # 50100007, Dated 02/08/2012, Printed (RG000192), PO# P12-00718, Batchld AP02082012			
PRODUCE FOR AHS CULINARY ARTS	010-4300-9020-1131-1000-038-38 -	\$105.29	Check Amount for	\$105.29
HAWKINS TRAFFIC SAFETY SUPPLY (000778/2)	Check # 50100008, Dated 02/08/2012, Printed (RG000192), PO# P12-01186, Batchld AP02082012			
"NO PARKING" SIGNS	010-4300-1100-1110-1000-016-16 -	\$91.35	Check Amount for	\$91.35
CLELL HOFFMAN C/O CENTRAL KITCHEN (006654/1)	Check # 50100009, Dated 02/08/2012, Printed (RG000192), PO# , Batchld AP02082012			
07/01/11-01/23/12 MILEAGE REIMB	130-5200-5310-0000-3700-000-00 -	\$592.36	Check Amount for	\$592.36
HOME DEPOT CREDIT SERVICES (000495/3)	Check # 50100010, Dated 02/08/2012, Printed (RG000192), PO# P12-00240, Batchld AP02082012			
HARDWARE	010-4300-8150-0000-8110-000-00 -	\$174.20	Check Amount for	\$174.20
HOUGHTON MIFFLIN COMPANY (000158/2)	Check # 50100011, Dated 02/08/2012, Printed (RG000192), PO# P12-00988, Batchld AP02082012			
READING PRACTICE BOOKS FOR OCEAN VIEW	010-4300-6300-1110-1000-000-00 -	\$581.38		
INSTRUCTIONAL MATERIALS FOR MARIN CLASSROOMS	010-4300-6300-1110-1000-000-00 -	\$872.42		
INSTRUCTIONAL MATERIALS FOR MARIN CLASSROOMS	010-4300-6300-1110-1000-000-00 -	\$6,036.28	Check Amount for	\$7,490.08
Inland Leasing (007630/1)	Check # 50100012, Dated 02/08/2012, Printed (RG000192), PO# P12-00446, Batchld AP02082012			
2011/12 VENDING MACHINE LEASE	130-5610-5310-0000-3700-000-00 -	\$428.48	Check Amount for	\$428.48
LAKESHORE (000214/1)	Check # 50100013, Dated 02/08/2012, Printed (RG000192), PO# P12-01154, Batchld AP02082012			
10 STORAGE CARTS FOR MARIN CLASSROOMS	010-4300-9006-1110-1000-003-03 -	\$2,164.13	Check Amount for	\$2,164.13
LIGHTSPEED TECHNOLOGIES (005911/1)	Check # 50100014, Dated 02/08/2012, Printed (RG000192), PO# P12-01187, Batchld AP02082012			

February 2012 Warrant Listing				
PORTABLE AUDIO SYSTEM FOR AMS	010-4300-9020-1110-1000-016-16 -	\$1,213.51	Check Amount for	\$1,213.51
OAKLAND MUSEUM OF CALIFORNIA (005424/1)	Check # 50100015, Dated 02/08/2012, Printed (RG000192), PO# ,BatchId AP02082012			
03/07/12 OV TRIP TO THE OAKLAND MUSEUM	010-5810-0108-1110-1000-004-04 -	\$60.00		
03/07/12 OV TRIP TO THE OAKLAND MUSEUM	010-5810-0108-1110-1000-004-04 -	\$70.00	Check Amount for	\$130.00
OFFICE DEPOT (000048/1)	Check # 50100016, Dated 02/08/2012, Printed (RG000192), PO# P12-01181, BatchId AP02082012			
CORNELL SUPPLIES	010-4300-6300-1110-1000-001-01 -	\$139.30		
AMS SUPPLIES	010-4300-1100-1110-1000-016-16 -	\$48.88		
AMS SUPPLIES	010-4300-1100-1110-1000-016-16 -	\$64.23		
AMS SUPPLIES	010-4300-1100-1110-1000-016-16 -	\$7.60		
LGBTQ SUPPLIES	010-4300-9020-1110-1000-004-04 -	\$5.02		
LGBTQ SUPPLIES	010-4300-9020-1110-1000-003-03 -	\$5.04		
LGBTQ SUPPLIES	010-4300-9020-1110-1000-001-01 -	\$5.03		
LGBTQ SUPPLIES	010-4300-9020-1110-1000-004-04 -	\$0.20		
LGBTQ SUPPLIES	010-4300-9020-1110-1000-003-03 -	\$0.19		
LGBTQ SUPPLIES	010-4300-9020-1110-1000-001-01 -	\$0.19		
MARIN SUPPLIES	010-4300-1100-1110-1000-003-03 -	\$312.77		
AMS SUPPLIES	010-4300-1100-1110-1000-016-16 -	\$30.25	Check Amount for	\$618.70
PASTIME ACE HARDWARE (000035/1)	Check # 50100017, Dated 02/08/2012, Printed (RG000192), PO# P12-00451, BatchId AP02082012			
01/12 HARDWARE	010-4300-8150-0000-8110-000-00 -	\$446.24		
01/12 HARDWARE	010-4300-1100-1110-1000-016-16 -	\$7.04		
01/12 HARDWARE	010-4300-1102-1110-8200-001-01 -	\$153.92		
01/12 HARDWARE	010-4300-1102-1110-8200-004-04 -	\$36.61		
01/12 HARDWARE	010-4300-1102-1110-8200-016-16 -	\$177.39	Check Amount for	\$821.20
PG&E (000029/1)	Check # 50100018, Dated 02/08/2012, Printed (RG000192), PO# ,BatchId AP02082012			
12/04-01/25 SERVICE	010-5520-0000-1110-8200-001-00 -	\$1,520.56		
12/04-01/25 SERVICE	010-5520-0000-1110-8200-003-00 -	\$1,808.22		
12/04-01/25 SERVICE	010-5520-0000-1110-8200-004-00 -	\$2,760.67		
12/04-01/25 SERVICE	010-5520-0000-3200-8200-033-00 -	\$563.49		
12/04-01/25 SERVICE	120-5520-0000-8500-8200-000-00 -	\$661.09	Check Amount for	\$7,314.03
PRO ED (002520/2)	Check # 50100019, Dated 02/08/2012, Printed (RG000192), PO# P12-01150, BatchId AP02082012			
SPECIAL EDUCATION TESTING MATERIALS	010-4300-6500-5001-3120-000-65 -	\$97.37		
SPECIAL EDUCATION TESTING MATERIALS	010-4300-0000-0000-3120-000-00 -	\$97.38	Check Amount for	\$180.40
RICOH AMERICAS CORP.. (001524/6)	Check # 50100020, Dated 02/08/2012, Printed (RG000192), PO# P12-00403, BatchId AP02082012			
2011/12 LEASE FOR DISTRICT COPIERS	120-5611-0000-8500-5000-000-00 -	\$210.21	Check Amount for	\$210.21
STATE OF CALIFORNIA (001795/1)	Check # 50100022, Dated 02/08/2012, Printed (RG000192), PO# ,BatchId AP02082012			
CONVEYANCE FEE FOR AHS ELEVATOR	010-5800-0000-0000-7200-000-00 -	\$675.00	Check Amount for	\$675.00
SWEETWATER SOUND INC. (007965/2)	Check # 50100023, Dated 02/08/2012, Printed (RG000192), PO# P12-01171, BatchId AP02082012			
PORTABLE PA SYSTEM FOR MARIN	010-4300-9020-1110-1000-003-03 -	\$498.99	Check Amount for	\$498.99
DAVID TRACY C/O TECHNOLOGY (007859/1)	Check # 50100024, Dated 02/08/2012, Printed (RG000192), PO# ,BatchId AP02082012			
01/12 MILEAGE REIMB	010-5200-0077-0000-7700-000-00 -	\$24.50	Check Amount for	\$24.50
TROXELL COMMUNICATIONS, INC. (000743/2)	Check # 50100025, Dated 02/08/2012, Printed (RG000192), PO# P12-01140, BatchId AP02082012			
SCREEN & WALL MOUNT FOR AMS TECH PROJECT	010-4400-9031-1110-1000-016-00 -	\$690.58	Check Amount for	\$690.58
WASTE MANAGEMENT OF ALAMEDA (001541/4)	Check # 50100026, Dated 02/08/2012, Printed (RG000192), PO# ,BatchId AP02082012			
02/12 SERVICES	010-5515-0000-0000-8200-000-00 -	\$434.82	Check Amount for	\$434.82
JOANNE RUTH WILE (007414/1)	Check # 50100027, Dated 02/08/2012, Printed (RG000192), PO# P12-01018, BatchId AP02082012			
2011/12 MENTAL HEALTH CONSULTATION SERVICES	010-5825-9036-0000-3120-000-00 -	\$1,000.00	Check Amount for	\$1,000.00
CHERYL WILLIS C/O OCEAN VIEW (006655/1)	Check # 50100028, Dated 02/08/2012, Printed (RG000192), PO# P12-00260, BatchId AP02082012			
2011/12 REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-004-04 -	\$49.91	Check Amount for	\$49.91
ACCWOA (007955/1)	Check # 50100515, Dated 02/10/2012, Printed (RG000193), PO# ,BatchId AP02102012			

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OFFICIAL FOR 01/19 WRESTLING MATCH	010-5800-9021-1110-4200-038-38 -	\$85.00	Check Amount for	\$85.00
ALBANY FORD-SUBARU (001731/2)	Check # 50100516, Dated 02/10/2012, Printed (RG000193), PO# P12-00432, Batchld AP02102012			
2011/12 MAINT FOR AUDS VEHICLES	010-5622-9021-1110-4200-038-38 -	\$197.26	Check Amount for	\$197.26
Aramark Uniform Service (007442/2)	Check # 50100517, Dated 02/10/2012, Printed (RG000193), PO# P12-00244, Batchld AP02102012			
DUST MOP & TOWEL SERVICE	010-5800-0000-0000-8200-000-00 -	\$80.24	Check Amount for	\$80.24
ARCO AM/PM (006071/1)	Check # 50100518, Dated 02/10/2012, Printed (RG000193), PO# P12-00231, Batchld AP02102012			
2011/12 FUEL FOR TRANSPORTATION VANS	010-4300-7230-5001-3600-000-00 -	\$1,884.42	Check Amount for	\$1,884.42
BERKELEY FARMS (006683/1)	Check # 50100519, Dated 02/10/2012, Printed (RG000193), PO# P12-00416, Batchld AP02102012			
DAIRY	130-4700-5310-0000-3700-000-00 -	\$1,678.72	Check Amount for	\$1,678.72
Teleli Brito C/O SELPA (007714/1)	Check # 50100520, Dated 02/10/2012, Printed (RG000193), PO# P12-01002, Batchld AP02102012			
REIMB FOR MEETING & CONFERENCE EXPENSES	010-4300-6502-5050-2200-069-00 -	\$92.78	Check Amount for	\$92.78
Cal Live Scan (007741/1)	Check # 50100521, Dated 02/10/2012, Printed (RG000193), PO# P12-00450, Batchld AP02102012			
2011/12 LIVE SCAN FEES	010-5838-0000-0000-7400-000-00 -	\$200.00	Check Amount for	\$200.00
CAZDEN TREE (007963/1)	Check # 50100522, Dated 02/10/2012, Printed (RG000193), PO# P12-01165, Batchld AP02102012			
TRIM/PRUNE LARGE TREE AT CORNELL	010-5670-8150-0000-8110-000-00 -	\$435.00	Check Amount for	\$435.00
CONSOLIDATED ENGINEERING LABS (007596/1)	Check # 50100523, Dated 02/10/2012, Printed (RG000193), PO# , Batchld AP02102012			
ALBANY POOL PROJECT ENGINEERING/MANAGEMENT	210-6261-1711-0000-8500-005-00 -	\$308.59	Check Amount for	\$308.59
DELTA EDUCATION (000193/4)	Check # 50100524, Dated 02/10/2012, Printed (RG000193), PO# P12-01117, Batchld AP02102012			
MARIN SCIENCE BOOKS	010-4300-6300-1110-1000-000-00 -	\$516.78	Check Amount for	\$516.78
DIGITAL DESIGN COMMUNICATIONS (007949/1)	Check # 50100525, Dated 02/10/2012, Printed (RG000193), PO# P12-01066, Batchld AP02102012			
INSTALL VOICE & DATA SYSTEMS (POOL)	210-4400-1711-0000-8500-005-00 -	\$8,998.00	Check Amount for	\$8,998.00
EAST BAY BASKETBAL OFFICIALS ASSOC. (007983/1)	Check # 50100526, Dated 02/10/2012, Printed (RG000193), PO# , Batchld AP02102012			
11/21-12/23 BASKETBALL OFFICIALS	010-5800-9021-1110-4200-038-38 -	\$1,484.00	Check Amount for	\$1,484.00
EAST BAY INTERSCHOLASTIC OFFICIAL (007982/1)	Check # 50100527, Dated 02/10/2012, Printed (RG000193), PO# , Batchld AP02102012			
OFFICIALS 11/23-12/17 SOCCER GAMES	010-5800-9021-1110-4200-038-38 -	\$1,260.00	Check Amount for	\$1,260.00
EAST BAY PAINT & DECORATOR CTR (000369/2)	Check # 50100528, Dated 02/10/2012, Printed (RG000193), PO# P12-00462, Batchld AP02102012			
PAINT/MATERIALS	010-4300-8150-0000-8110-000-00 -	\$167.24	Check Amount for	\$167.24
EBMUD (000224/2)	Check # 50100529, Dated 02/10/2012, Printed (RG000193), PO# , Batchld AP02102012			
11/29-01/27 SERVICE	120-5555-0000-8500-8200-000-00 -	\$826.02		
11/28-01/28 SERVICE	010-5555-0000-1110-8200-004-00 -	\$2,498.94	Check Amount for	\$3,324.96
EL CERRITO ELECTRIC CO. (000535/2)	Check # 50100530, Dated 02/10/2012, Printed (RG000193), PO# P12-01027, Batchld AP02102012			
REPAIR 3 HVAC CONTROL WIRES	140-5670-0000-0000-8110-000-00 -	\$325.50	Check Amount for	\$325.50
Laidlaw Transit, Inc. (007019/4)	Check # 50100531, Dated 02/10/2012, Printed (RG000193), PO# P12-00554, Batchld AP02102012			
11/12 BUSES/ATHLETICS TRANSPORTATION	010-5810-9021-1110-4200-038-38 -	\$2,958.82	Check Amount for	\$2,958.82
FOOD 4 THOUGHT, LLC (007143/1)	Check # 50100532, Dated 02/10/2012, Printed (RG000193), PO# P12-00415, Batchld AP02102012			
PRODUCE	130-4700-5310-0000-3700-000-00 -	\$496.86	Check Amount for	\$496.86
GOLD STAR FOODS (002941/3)	Check # 50100533, Dated 02/10/2012, Printed (RG000193), PO# P12-00419, Batchld AP02102012			
FOOD	130-4700-5310-0000-3700-000-00 -	\$2,885.81	Check Amount for	\$2,885.81
GRAYBAR ELECTRIC COMPANY INC. (000544/2)	Check # 50100534, Dated 02/10/2012, Printed (RG000193), PO# P12-01163, Batchld AP02102012			
CABLE (POOL)	210-4300-1711-0000-8500-005-00 -	\$246.14	Check Amount for	\$246.14
MAGGIORA BAKING CO (000577/1)	Check # 50100535, Dated 02/10/2012, Printed (RG000193), PO# P12-00414, Batchld AP02102012			
FOOD	130-4700-5310-0000-3700-000-00 -	\$274.50	Check Amount for	\$274.50
HELEN C MILLER (005929/1)	Check # 50100536, Dated 02/10/2012, Printed (RG000193), PO# P12-00699, Batchld AP02102012			
ASSISTIVE TECHNOLOGY SERVICES	010-5825-6500-5750-1190-000-65 -	\$13,162.50	Check Amount for	\$13,162.50
KATHERINE MURRAY C/O CORNELL SCHOOL (007580/2)	Check # 50100537, Dated 02/10/2012, Printed (RG000193), PO# P12-00489, Batchld AP02102012			
2011/12 REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-001-01 -	\$50.00	Check Amount for	\$50.00
SUZANNE NELSON C/O SELPA (001231/1)	Check # 50100538, Dated 02/10/2012, Printed (RG000193), PO# P12-00407, Batchld AP02102012			
2011/12 MILEAGE REIMBURSEMENT	010-5200-6502-5050-2200-069-00 -	\$513.22	Check Amount for	\$513.22
OFFICE DEPOT (000048/1)	Check # 50100539, Dated 02/10/2012, Printed (RG000193), PO# P12-01179, Batchld AP02102012			

February 2012 Warrant Listing				
AHS SUPPLIES	010-4300-1100-1110-1000-038-38 -	\$780.14		
AHS SUPPLIES	010-4300-1100-1110-2700-038-38 -	\$1,681.46		
AHS SUPPLIES	010-4300-1100-1139-1000-038-38 -	\$120.55	Check Amount for	\$2,582.15
PAR, INC. (007207/1)	Check # 50100540, Dated 02/10/2012, Printed (RG000193), PO# P12-01200, Batchld AP02102012			
SPECIAL EDUCATION MATERIALS	010-4300-6500-5001-3120-000-65 -	\$162.87		
SPECIAL EDUCATION MATERIALS	010-4300-0000-0000-3120-000-00 -	\$162.86	Check Amount for	\$301.32
PG&E (000029/1)	Check # 50100541, Dated 02/10/2012, Printed (RG000193), PO# ,Batchld AP02102012			
01/05-02/02 SERVICE	010-5520-0000-1110-8200-003-00 -	\$344.34	Check Amount for	\$344.34
PRUDENTIAL OVERALL SUPPLY (005371/1)	Check # 50100542, Dated 02/10/2012, Printed (RG000193), PO# P12-00227, Batchld AP02102012			
2011/12 UNIFORM SERVICE	010-5800-0000-0000-8200-000-00 -	\$1,062.32	Check Amount for	\$1,062.32
PABLO E. SANCHEZ (006278/1)	Check # 50100543, Dated 02/10/2012, Printed (RG000193), PO# ,Batchld AP02102012			
01/12 GROUNDS MAINT	010-5825-0000-0000-8200-000-00 -	\$1,500.00	Check Amount for	\$1,500.00
SMART & FINAL (007595/2)	Check # 50100544, Dated 02/10/2012, Printed (RG000193), PO# P12-01074, Batchld AP02102012			
AHS CULINARY ARTS SUPPLIES	010-4300-9020-1131-1000-038-38 -	\$154.58		
AMS SCIENCE SUPPLIES	010-4300-1100-1110-1000-016-16 -	\$30.67		
CLASSROOM SUPPLIES	010-4300-6500-5750-1110-000-65 -	\$62.12	Check Amount for	\$247.37
STARFISH THERAPIES (006664/1)	Check # 50100545, Dated 02/10/2012, Printed (RG000193), PO# P12-00482, Batchld AP02102012			
PHYSICAL THERAPY SERVICES	010-5825-6500-5750-1180-000-65 -	\$210.00	Check Amount for	\$210.00
TOSHIBA BUSINESS SOLUTIONS CA (004499/5)	Check # 50100546, Dated 02/10/2012, Printed (RG000193), PO# P12-00440, Batchld AP02102012			
11/12 AMS COPIES	010-5610-1100-1110-2700-016-16 -	\$24.61	Check Amount for	\$24.61
TROPICANA CHILLED (007385/1)	Check # 50100547, Dated 02/10/2012, Printed (RG000193), PO# P12-00417, Batchld AP02102012			
BEVERAGES	130-4700-5310-0000-3700-000-00 -	\$285.12	Check Amount for	\$285.12
WILLIAMS SCOTSMAN, INC. (005507/2)	Check # 50100548, Dated 02/10/2012, Printed (RG000193), PO# P12-00429, Batchld AP02102012			
11/12 CORNELL PORTABLE RENT	250-5621-0000-0000-8700-001-00 -	\$596.94		
11/12 CORNELL PORTABLE RENT	250-5621-0000-0000-8700-001-00 -	\$608.94	Check Amount for	\$1,205.88
zZOUNDS (007972/1)	Check # 50100549, Dated 02/10/2012, Printed (RG000193), PO# P12-01194, Batchld AP02102012			
MICROPHONE HOLDER & STAND FOR AHS	010-4300-1100-1110-2700-038-38 -	\$30.89	Check Amount for	\$30.89
A BETTER CHANCE SCHOOL (004750/1)	Check # 50100887, Dated 02/15/2012, Printed (RG000194), PO# P12-00927, Batchld AP02152012			
2011/12 BASIC EDUCATION & SERVICES	010-5825-6500-5750-1180-000-65 -	\$9,353.50	Check Amount for	\$9,353.50
ACCWOA (007955/1)	Check # 50100888, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
02/02/12 WRESTLING OFFICIALS	010-5800-9021-1110-4200-038-38 -	\$85.00	Check Amount for	\$85.00
AIG / VALIC (007601/1)	Check # 50100889, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
PREM REFUND 403B CONTRIBUTION	010-8699-0000- - - - -	\$75.00	Check Amount for	\$75.00
ALAMEDA COUNTY OFFICE OF ED (000024/1)	Check # 50100890, Dated 02/15/2012, Printed (RG000194), PO# P12-01164, Batchld AP02152012			
REGISTRATION FOR 2012 ELL CONFERENCE/MURRAY	010-5200-0000-0000-2100-000-00 -	\$155.00		
REGISTER BODINE & PARENTI FOR 01/21/12 ELL CONF	010-5200-0000-0000-2100-000-00 -	\$270.00	Check Amount for	\$425.00
ARROW GLASS COMPANY (000385/1)	Check # 50100891, Dated 02/15/2012, Printed (RG000194), PO# P12-00241, Batchld AP02152012			
WINDOW/GLASS INSTALLATION	010-5670-8150-0000-8110-000-00 -	\$119.00	Check Amount for	\$119.00
AUSD REVOLVING FUND (000276/2)	Check # 50100892, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
LIVE SCAN REIMBURSEMENTS	010-5838-0000-0000-7400-000-00 -	\$500.00	Check Amount for	\$500.00
BAYHILL HIGH SCHOOL (007231/1)	Check # 50100893, Dated 02/15/2012, Printed (RG000194), PO# P12-00758, Batchld AP02152012			
BASIC EDUCATION SERVICES	010-5825-6500-5750-1180-000-65 -	\$5,242.90	Check Amount for	\$5,242.90
BERKELEY FARMS (006683/1)	Check # 50100894, Dated 02/15/2012, Printed (RG000194), PO# P12-00416, Batchld AP02152012			
DAIRY	130-4700-5310-0000-3700-000-00 -	\$1,314.08	Check Amount for	\$1,314.08
BRUSHSTROKES STUDIO, INC. (007400/1)	Check # 50100895, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
POTTERY	010-5825-6500-5750-1110-000-65 -	\$248.16	Check Amount for	\$248.16
DEBORAH BURNS-McCLOSKEY (007218/1)	Check # 50100896, Dated 02/15/2012, Printed (RG000194), PO# P12-00483, Batchld AP02152012			
SPEECH, AUGMENTATIVE COMM. SERVICES & ASSESSMENTS	010-5825-6500-5750-1180-000-65 -	\$445.50	Check Amount for	\$445.50
CHEF'S CORNER (003925/1)	Check # 50100897, Dated 02/15/2012, Printed (RG000194), PO# P12-00730, Batchld AP02152012			

February 2012 Warrant Listing				
FOOD	130-4700-5310-0000-3700-000-00- -	\$77.65	Check Amount for	\$77.65
SALLY COHEN C/O AHS (003228/1)	Check # 50100898, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
REIMB FOR TRAUMA GROUP SUPPLIES	010-4300-9050-1110-3110-000-00- -	\$210.24	Check Amount for	\$210.24
CONTRA COSTA CO OFFICE OF EDU (001943/2)	Check # 50100899, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
01/19/12 AB430 MODULE 1 TRAINING/A. RITCHIE	010-5200-0325-1110-2700-000-00- -	\$50.00	Check Amount for	\$50.00
CPR SAVERS & FIRST AID SUPPLY (001995/2)	Check # 50100900, Dated 02/15/2012, Printed (RG000194), PO# P12-01124, Batchld AP02152012			
CPR MATERIALS FOR POOL	010-4300-0005-0000-8200-005-00- -	\$2,845.00	Check Amount for	\$2,845.00
DANIELSEN (000512/1)	Check # 50100902, Dated 02/15/2012, Printed (RG000194), PO# P12-00412, Batchld AP02152012			
FOOD	130-4700-5310-0000-3700-000-00- -	\$1,371.53		
SUPPLIES	130-4710-5310-0000-3700-000-00- -	\$78.25	Check Amount for	\$1,449.78
MARYWIN DEEGAN (006906/1)	Check # 50100903, Dated 02/15/2012, Printed (RG000194), PO# P12-00480, Batchld AP02152012			
ALTERNATIVE & AUGMENTATIVE COMMUNICATION SERVICES	010-5825-6500-5750-1180-000-65- -	\$1,092.50	Check Amount for	\$1,092.50
EAST BAY RESTAURANT SUPPLY (002339/1)	Check # 50100904, Dated 02/15/2012, Printed (RG000194), PO# P12-00425, Batchld AP02152012			
2011/12 KITCHEN EQUIPMENT	130-4400-5310-0000-3700-000-00- -	\$84.16	Check Amount for	\$84.16
EBMUD (000224/2)	Check # 50100905, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
12/06-02/06 SERVICE	010-5555-0000-1110-8200-016-00- -	\$633.90		
12/06-02/06 SERVICE	010-5555-0000-1110-8200-016-00- -	\$401.40		
12/06-02/06 SERVICE	010-5555-0000-0000-8200-020- - -	\$1,175.19	Check Amount for	\$2,210.49
EPS-SCHOOL SPECIALTY (006726/3)	Check # 50100906, Dated 02/15/2012, Printed (RG000194), PO# P12-01206, Batchld AP02152012			
SPECIAL EDUCATION TESTING MATERIALS	010-4300-6500-5001-3120-000-65- -	\$54.57		
SPECIAL EDUCATION TESTING MATERIALS	010-4300-0000-0000-3120-000-00- -	\$55.36	Check Amount for	\$109.93
FOOD 4 THOUGHT, LLC (007143/1)	Check # 50100907, Dated 02/15/2012, Printed (RG000194), PO# P12-00415, Batchld AP02152012			
PRODUCE	130-4700-5310-0000-3700-000-00- -	\$472.35	Check Amount for	\$472.35
FUJI FOOD PRODUCTS, INC. (007926/1)	Check # 50100908, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
FOOD	130-4700-5310-0000-3700-000-00- -	\$360.00	Check Amount for	\$360.00
GOLD STAR FOODS (002941/3)	Check # 50100909, Dated 02/15/2012, Printed (RG000194), PO# P12-00419, Batchld AP02152012			
FOOD	130-4700-5310-0000-3700-000-00- -	\$1,427.47	Check Amount for	\$1,427.47
SUSAN HAHN (006835/1)	Check # 50100910, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
REISSUE STALE DATED PR CK# 803535	010-8699-0000- - - - -	\$103.23		
REISSUE STALE DATED PR CK# 803536	010-8699-0000- - - - -	\$283.04	Check Amount for	\$386.27
NANCY HENDERSON C/O SPECIAL SERVICES (003376/1)	Check # 50100911, Dated 02/15/2012, Printed (RG000194), PO# P12-01247, Batchld AP02152012			
REIMB FOR BART TICKETS	010-5810-0108-1110-1000-001-01- -	\$36.90		
REIMB FOR BART TICKETS	010-5810-0108-1110-1000-001-01- -	\$32.80	Check Amount for	\$69.70
HOME DEPOT CREDIT SERVICES (000495/3)	Check # 50100912, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
HARDWARE FOR AMS TECH PROJECT	010-4300-9031-1110-1000-016-00- -	\$547.82	Check Amount for	\$547.82
LINCOLN AQUATICS (005309/1)	Check # 50100913, Dated 02/15/2012, Printed (RG000194), PO# P12-01174, Batchld AP02152012			
POOL SUPPLIES	010-4300-0005-0000-8200-005-00- -	\$1,235.09	Check Amount for	\$1,235.09
MAGGIORA BAKING CO (000577/1)	Check # 50100914, Dated 02/15/2012, Printed (RG000194), PO# P12-00414, Batchld AP02152012			
FOOD	130-4700-5310-0000-3700-000-00- -	\$415.35	Check Amount for	\$415.35
Mail Finance (007465/1)	Check # 50100915, Dated 02/15/2012, Printed (RG000194), PO# P12-00247, Batchld AP02152012			
2011/12 D.O. POSTAGE MACHINE LEASE	010-5610-0000-0000-7200-000-00- -	\$183.75	Check Amount for	\$183.75
SUZANNE NELSON C/O SELPA (001231/1)	Check # 50100916, Dated 02/15/2012, Printed (RG000194), PO# P12-00404, Batchld AP02152012			
2011/12 REIMB FOR SELPA/ACSA CONF EXPENSES	010-5200-6502-5050-2200-069-00- -	\$514.10	Check Amount for	\$514.10
PG&E (000029/1)	Check # 50100917, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
01/05-02/02 SERVICE	010-5520-0000-1110-8200-003-00- -	\$100.08	Check Amount for	\$100.08
PROGRESSUS THERAPY INC (004803/3)	Check # 50100918, Dated 02/15/2012, Printed (RG000194), PO# P12-00662, Batchld AP02152012			
PHYSICAL THERAPY SERVICES	010-5825-6500-5750-1180-000-65- -	\$968.00	Check Amount for	\$968.00
RECREONICS (002885/1)	Check # 50100919, Dated 02/15/2012, Printed (RG000194), PO# P12-01126, Batchld AP02152012			
GAURD STATION & RACING LANES FOR POOL	210-4300-1711-0000-8500-005-00- -	\$341.22	Check Amount for	\$341.22

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REVOLUTION LINUX (007342/4)	Check # 50100920, Dated 02/15/2012, Printed (RG000194), PO# P12-01239, Batchld AP02152012			
MAINTAIN SERVERS	010-5825-0077-0000-7700-000-00 -	\$3,125.00	Check Amount for	\$3,125.00
ROSS RECREATION EQUIPMENT (003679/3)	Check # 50100921, Dated 02/15/2012, Printed (RG000194), PO# P12-00944, Batchld AP02152012			
REPAIR OCEAN VIEW PLAY STRUCTURE MAT	140-5670-0000-0000-8100-004-00 -	\$3,366.86	Check Amount for	\$3,366.86
SCI CONSULTING GROUP (007514/1)	Check # 50100923, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
11/12 PARCEL TAX SERVICES	010-5800-9035-0000-7200-000-00 -	\$4,005.83	Check Amount for	\$4,005.83
KATHLEEN S. SKOW NPA (001967/1)	Check # 50100924, Dated 02/15/2012, Printed (RG000194), PO# P12-00710, Batchld AP02152012			
SERVICES/ASSESSMENTS FOR VISUALLY IMPAIRED	010-5825-6500-5750-1180-000-65 -	\$3,000.00	Check Amount for	\$3,000.00
SPURR (001012/2)	Check # 50100925, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
01/12 GAS CHARGES	010-5520-0000-1110-8200-001-00 -	\$817.20		
01/12 GAS CHARGES	010-5520-0000-1110-8200-003-00 -	\$1,000.39		
01/12 GAS CHARGES	010-5520-0000-1110-8200-004-00 -	\$1,826.63		
01/12 GAS CHARGES	010-5520-0000-1110-8200-016-00 -	\$1,324.15		
01/12 GAS CHARGES	010-5520-0000-3200-8200-033-00 -	\$328.98		
01/12 GAS CHARGES	010-5520-0000-1110-8200-038-00 -	\$622.32		
01/12 GAS CHARGES	120-5520-0000-8500-8200-000-00 -	\$831.40		
01/12 GAS CHARGES	010-5520-0005-0000-8200-005-00 -	\$3,124.17		
01/12 GAS CHARGES	010-5520-0000-0000-8200-020-00 -	\$163.48	Check Amount for	\$10,128.72
STAR ACADEMY (006822/1)	Check # 50100926, Dated 02/15/2012, Printed (RG000194), PO# P12-00438, Batchld AP02152012			
2011/12 BASIC EDUCATION	010-5825-6500-5750-1180-000-65 -	\$4,201.09	Check Amount for	\$4,201.09
SYSCO FOOD SERVICES (000565/2)	Check # 50100927, Dated 02/15/2012, Printed (RG000194), PO# P12-00413, Batchld AP02152012			
SUPPLIES	130-4710-5310-0000-3700-000-00 -	\$1,205.28		
FOOD	130-4700-5310-0000-3700-000-00 -	\$3,925.41	Check Amount for	\$5,130.69
PARENT (007189/2)	Check # 50100928, Dated 02/15/2012, Printed (RG000194), PO# P12-00515, Batchld AP02152012			
EDUCATIONAL EXPENSES PER AGREEMENT	010-5827-6500-5001-7100-000-65 -	\$1,834.00	Check Amount for	\$1,834.00
DANIEL VILHAVER C/O SPECIAL SERVICES (001333/1)	Check # 50100929, Dated 02/15/2012, Printed (RG000194), PO# ,Batchld AP02152012			
12/15-01/07 MILEAGE REIMB/ATHLETICS	010-5810-9021-1110-4200-038-38 -	\$511.16	Check Amount for	\$511.16
WARDS NATURAL SCIENCE (005235/3)	Check # 50100930, Dated 02/15/2012, Printed (RG000194), PO# P12-01071, Batchld AP02152012			
AHS SCIENCE MATERIALS	010-4300-9006-1138-1000-038-38 -	\$366.79		
AHS SCIENCE MATERIALS	010-4300-9020-1138-1000-038-38 -	\$177.91	Check Amount for	\$544.70
WESTERN ENERGY SYSTEMS (007923/1)	Check # 50100931, Dated 02/15/2012, Printed (RG000194), PO# P12-00923, Batchld AP02152012			
UPGRADE, INSPECT, COMMISSION CAPSTONE MICROTURBINE/POOL	210-5600-1711-0000-8500-005-00 -	\$9,670.02	Check Amount for	\$9,670.02
A Unitech Electronics (007742/1)	Check # 50101198, Dated 02/21/2012, Printed (RG000195), PO# P12-00674, Batchld AP02212012			
2011/12 LIVE SCAN FEES	010-5838-0000-0000-7400-000-00 -	\$100.00	Check Amount for	\$100.00
ALL PRO SOUND (007973/1)	Check # 50101199, Dated 02/21/2012, Printed (RG000195), PO# P12-01197, Batchld AP02212012			
PORTABLE PA SYSTEM FOR AMS	010-4300-9020-1110-1000-016-16 -	\$219.95	Check Amount for	\$219.95
APPLE COMPUTER INC. (000139/2)	Check # 50101200, Dated 02/21/2012, Printed (RG000195), PO# P12-00951, Batchld AP02212012			
MACBOOK POWER ADAPTER (MAC HIGH)	010-4300-1100-3200-1000-033-33 -	\$85.91	Check Amount for	\$85.91
BART GROUP SALES (005698/1)	Check # 50101201, Dated 02/21/2012, Printed (RG000195), PO# P12-01229, Batchld AP02212012			
BART TICKETS FOR AHS	010-5810-0108-1110-1000-038-38 -	\$900.00	Check Amount for	\$900.00
BATTALION ONE FIRE PROTECTION (007277/2)	Check # 50101202, Dated 02/21/2012, Printed (RG000195), PO# P12-01238, Batchld AP02212012			
REPAIR FIRE ALARM CONTROL PANEL AT AHS	010-5670-8150-0000-8110-000-00 -	\$306.55	Check Amount for	\$306.55
BULBMAN (002018/2)	Check # 50101203, Dated 02/21/2012, Printed (RG000195), PO# P12-01065, Batchld AP02212012			
PROJECTOR BULBS FOR MAC HIGH	010-4300-1100-3200-1000-033-33 -	\$18.26	Check Amount for	\$18.26
CHILDREN'S LEARNING CENTER (000103/1)	Check # 50101204, Dated 02/21/2012, Printed (RG000195), PO# P12-00498, Batchld AP02212012			
2011/12 BASIC EDUCATION SERVICES	010-5825-6500-5750-1180-000-65 -	\$4,290.00	Check Amount for	\$4,290.00
HSBC BUSINESS SOLUTIONS (006700/1)	Check # 50101205, Dated 02/21/2012, Printed (RG000195), PO# P12-00423, Batchld AP02212012			
FOOD	130-4700-5310-0000-3700-000-00 -	\$1,015.94		
SUPPLIES	130-4710-5310-0000-3700-000-00 -	\$16.30	Check Amount for	\$1,032.24

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CRAIGSLIST (005267/1)	Check # 50101206, Dated 02/21/2012, Printed (RG000195), PO# P12-00235, Batchld AP02212012			
2011/12 JOB POSTINGS	010-5812-0000-0000-7400-000-00- -	\$75.00	Check Amount for	\$75.00
DELL MARKETING L.P. (003086/1)	Check # 50101207, Dated 02/21/2012, Printed (RG000195), PO# P12-01136, Batchld AP02212012			
1 LAPTOP FOR SPED	010-4400-6500-5001-2100-000-65- -	\$625.83	Check Amount for	\$625.83
DEPARTMENT OF JUSTICE (000604/1)	Check # 50101208, Dated 02/21/2012, Printed (RG000195), PO# , Batchld AP02212012			
01/12 LIVE SCAN FEES	010-5838-0000-0000-7400-000-00- -	\$1,893.00	Check Amount for	\$1,893.00
JULIA DWYER (007930/1)	Check # 50101209, Dated 02/21/2012, Printed (RG000195), PO# P12-00971, Batchld AP02212012			
REIMB FOR MARIN ART SUPPLIES	010-4300-9020-1110-1000-003-03- -	\$41.74	Check Amount for	\$41.74
Christin Feuerstraeter C/O Cornell School (002701/2)	Check # 50101210, Dated 02/21/2012, Printed (RG000195), PO# P12-00027, Batchld AP02212012			
11/12 REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-001-01- -	\$30.48	Check Amount for	\$30.48
GALVIN APPLIANCE (000619/1)	Check # 50101211, Dated 02/21/2012, Printed (RG000195), PO# P12-01034, Batchld AP02212012			
2 DISHWASHERS FOR MAC HIGH	010-4300-9020-3200-1000-033-33- -	\$1,879.20	Check Amount for	\$1,879.20
AMANDA GARCIA C/O DISTRICT OFFICE (007928/1)	Check # 50101212, Dated 02/21/2012, Printed (RG000195), PO# P12-01219, Batchld AP02212012			
REIMB FOR POOL SUPPLIES	210-4300-1711-0000-8500-005-00- -	\$23.31	Check Amount for	\$23.31
NANCY HENDERSON C/O SPECIAL SERVICES (003376/1)	Check # 50101213, Dated 02/21/2012, Printed (RG000195), PO# P12-01202, Batchld AP02212012			
REIMB FOR LGBTQ SUPPLIES	010-4300-9020-1110-1000-004-04- -	\$35.82		
REIMB FOR LGBTQ SUPPLIES	010-4300-9020-1110-1000-003-03- -	\$35.82		
REIMB FOR LGBTQ SUPPLIES	010-4300-9020-1110-1000-001-01- -	\$35.82	Check Amount for	\$107.46
HERITAGE SCHOOLS, INC. (007513/1)	Check # 50101214, Dated 02/21/2012, Printed (RG000195), PO# P12-00497, Batchld AP02212012			
2011/12 BASIC EDUCATION SERVICES	010-5825-6500-5750-1180-000-65- -	\$11,059.00	Check Amount for	\$11,059.00
HOME DEPOT SUPPLY (003613/1)	Check # 50101215, Dated 02/21/2012, Printed (RG000195), PO# P12-01246, Batchld AP02212012			
URINAL FOR AHS	140-4300-0000-0000-8110-000-00- -	\$190.85	Check Amount for	\$190.85
KROEGER, INC. (007940/1)	Check # 50101216, Dated 02/21/2012, Printed (RG000195), PO# P12-01024, Batchld AP02212012			
RUBIK'S CUBE MATH EDUCATION KIT FOR MAC HIGH	010-4300-1100-3200-1000-033-33- -	\$49.99	Check Amount for	\$49.99
LAKESHORE (000214/1)	Check # 50101217, Dated 02/21/2012, Printed (RG000195), PO# P12-01222, Batchld AP02212012			
2 MOBILE BACKPACK STORAGE CARTS FOR MARIN	010-4300-9006-1110-1000-003-03- -	\$470.19	Check Amount for	\$470.19
LINCOLN AQUATICS (005309/1)	Check # 50101218, Dated 02/21/2012, Printed (RG000195), PO# P12-01123, Batchld AP02212012			
POOL SUPPLIES	210-4300-1711-0000-8500-005-00- -	\$142.46	Check Amount for	\$142.46
Mail Finance (007465/1)	Check # 50101219, Dated 02/21/2012, Printed (RG000195), PO# P12-00247, Batchld AP02212012			
2011/12 D.O. POSTAGE MACHINE LEASE	010-5610-0000-0000-7200-000-00- -	\$100.12	Check Amount for	\$100.12
Nasco Modesto (000845/5)	Check # 50101220, Dated 02/21/2012, Printed (RG000195), PO# P12-00976, Batchld AP02212012			
MAC HIGH ART MATERIALS	010-4300-1100-3200-1000-033-33- -	\$452.78	Check Amount for	\$452.78
SUZANNE NELSON C/O SELPA (001231/1)	Check # 50101221, Dated 02/21/2012, Printed (RG000195), PO# P12-00406, Batchld AP02212012			
2011/12 FOR SELPA MEETING SUPPLIES	010-4300-6502-5050-2200-069-00- -	\$40.00		
2011/12 REIMB FOR CAC EXPENSES	010-4300-6502-5050-2200-069-00- -	\$7.50	Check Amount for	\$47.50
NEOPOST LEASING (004474/2)	Check # 50101222, Dated 02/21/2012, Printed (RG000195), PO# P12-00869, Batchld AP02212012			
2011/12 AMS POSTAGE	010-5910-1100-1110-2700-016-16- -	\$500.00	Check Amount for	\$500.00
OFFICE DEPOT (000048/1)	Check # 50101223, Dated 02/21/2012, Printed (RG000195), PO# , Batchld AP02212012			
DO SUPPLIES	010-4300-0000-0000-7400-000-00- -	\$229.67		
DO SUPPLIES	010-4300-0000-0000-7400-000-00- -	\$11.72		
DO SUPPLIES	010-4300-0000-0000-7400-000-00- -	\$4.45		
AHS SUPPLIES	010-4300-1100-1110-1000-038-38- -	\$99.48		
ACC SUPPLIES	120-4300-0000-8500-1000-000-00- -	(\$62.79)		
ACC SUPPLIES	120-4300-0000-8500-1000-000-00- -	\$237.81		
ACC SUPPLIES	120-4300-0000-8500-1000-000-00- -	\$104.02		
SPED SUPPLIES	010-4300-6500-5001-2100-000-65- -	\$88.57		
SPED SUPPLIES	010-4300-0000-5001-2100-000-65- -	\$53.62		
SPED SUPPLIES	010-4300-6500-5001-2100-000-65- -	\$53.62		
SPED SUPPLIES	010-4300-0000-5001-2100-000-65- -	\$32.46		

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AMS SUPPLIES	010-4300-1100-1110-1000-016-16 -	\$837.85			
OCEAN VIEW SUPPLIES	010-4300-9006-1110-1000-004-04 -	\$56.99			
SPECIAL EDUCATION SUPPLIES	010-4300-6500-5001-2100-000-65 -	\$13.09			
SPECIAL EDUCATION SUPPLIES	010-4300-6500-5001-2100-000-65 -	\$91.34			
CORNELL SUPPLIES	010-4300-1100-1110-1000-001-01 -	\$90.05			
CORNELL SUPPLIES	010-4300-1100-1110-1000-001-01 -	\$80.57			
DO SUPPLIES	010-4300-0000-0000-7200-000-00 -	\$173.37			
DO SUPPLIES	010-4300-0000-0000-7200-000-00 -	\$49.41			
OCEAN VIEW SUPPLIES	010-4300-9020-1110-1000-004-04 -	\$48.83			
SUPPLIES FOR WELLNESS EVENT	010-4300-0000-0000-2100-000-00 -	\$36.84	Check Amount for	\$2,330.97	
PALOS SPORTS (005973/1)	Check # 50101224, Dated 02/21/2012, Printed (RG000195), PO# P12-01104, Batchld AP02212012				
OCEAN VIEW CLASSROOM SUPPLIES	010-4300-9020-1110-1000-004-04 -	\$173.57	Check Amount for	\$173.57	
MARTIN PLACE C/O ALBANY MIDDLE SCHOOL (006380/1)	Check # 50101225, Dated 02/21/2012, Printed (RG000195), PO# P12-00631, Batchld AP02212012				
REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-1100-1110-1000-016-16 -	\$49.31	Check Amount for	\$49.31	
BUSINESS CARD (005636/3) (HARDEN)	Check # 50101226, Dated 02/21/2012, Printed (RG000195), PO# , Batchld AP02212012				
CASBO RENEWAL	010-5200-0000-0000-7200-000-00 -	\$700.00			
TECH CABLES	010-4300-0077-0000-7700-000-00 -	\$67.98			
BUSINESS CARD (005636/3) (STEPHENSON)					
MEETING EXPENSES	010-4300-0000-0000-7100-000-00 -	\$108.21			
BUSINESS CARD (005636/3) (DISTRICT)					
JOB POSTINGS	010-4300-0000-0000-7400-000-00 -	\$495.00			
AMS CLASSROOM SUPPLIES	010-4300-1100-1110-1000-016-16 -	\$58.91			
POOL EQUIPMENT	010-4300-0005-0000-8200-005-00 -	\$2,013.38			
POOL SAFE	010-4400-0005-0000-8200-005-00 -	\$676.99			
FASTRAK	010-4300-7230-5001-3600-000-00 -	\$165.00			
WELLNESS MATERIALS	010-4300-6300-1110-1000-000-00 -	\$258.95			
15 TOWER RINGS FOR AHS	010-4300-9006-1131-1000-038-38 -	\$307.44			
LGBTQ MATERIALS	010-4300-9020-1110-1000-003-03 -	\$15.00			
LGBTQ MATERIALS	010-4300-9020-1110-1000-001-01 -	\$15.00			
LGBTQ MATERIALS	010-4300-9020-1110-1000-004-04 -	\$15.00			
TECH SUPPLIES	010-4300-0077-0000-7700-000-00 -	\$45.95			
MAIL CHIMP SUBSCRIPTION FOR AHS	010-4300-1100-1110-1000-038-38 -	\$15.00			
TEACHER'S PET PUBLICATIONS/AHS	010-4300-1100-1140-1000-038-38 -	\$73.80			
SOLOLITE CART & BUNGEEES FOR ELEM MUSIC TEACHER	010-4300-0000-0000-2100-000-00 -	\$315.76			
FURNITURE FOR AHS/SPED CLASSROOM	010-4300-6500-5001-3150-000-65 -	\$479.60			
BUSINESS CARD (005636/3) (HOFFMAN)					
SUPPLIES	130-4300-5310-0000-3700-000-00 -	\$488.66			
FOOD	130-4700-5310-0000-3700-000-00 -	\$392.68			
FOOD SERVICE WORKSHOP	130-5200-5310-0000-3700-000-00 -	\$69.00	Check Amount for	\$6,777.30	
PLEASANTON USD INFORMATION SYSTEMS (000112/1)	Check # 50101227, Dated 02/21/2012, Printed (RG000195), PO# P12-00245, Batchld AP02212012				
2011/12 QSS SERVICES	010-5832-0077-0000-7700-000-00 -	\$500.00	Check Amount for	\$500.00	
PROGRESSUS THERAPY INC (004803/3)	Check # 50101228, Dated 02/21/2012, Printed (RG000195), PO# P12-00662, Batchld AP02212012				
PHYSICAL THERAPY SERVICES	010-5825-6500-5750-1180-000-65 -	\$2,090.00	Check Amount for	\$2,090.00	
QUALITY BEHAVIORAL OUTCOMES (005607/3)	Check # 50101229, Dated 02/21/2012, Printed (RG000195), PO# P12-00665, Batchld AP02212012				
BEHAVIORAL DIRECT SERVICES AND CONSULT	010-5825-6500-5750-1180-000-65 -	\$816.20	Check Amount for	\$816.20	
RICOH AMERICAS CORP., (001524/4)	Check # 50101230, Dated 02/21/2012, Printed (RG000195), PO# P12-00586, Batchld AP02212012				
AMS COPIER SUPPLIES	010-4300-1100-1110-2700-016-16 -	\$86.82	Check Amount for	\$86.82	
SCHOLASTIC INC. (000149/2)	Check # 50101231, Dated 02/21/2012, Printed (RG000195), PO# P12-01199, Batchld AP02212012				
VOCABULARY BOOKS FOR OCEAN VIEW	010-4300-9020-1110-1000-004-04 -	\$23.63	Check Amount for	\$23.63	

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MARTHA SCHULTZ C/O NR SELPA (006368/1)	Check # 50101232, Dated 02/21/2012, Printed (RG000195), PO# ,Batchld AP02212012		
REIMB FOR TRAINING SUPPLIES	010-4300-6502-5050-2200-069-00- -	\$357.07	Check Amount for \$357.07
SECRETARY OF STATE (003121/1)	Check # 50101233, Dated 02/21/2012, Printed (RG000195), PO# ,Batchld AP02212012		
NOTARY EXAM FEE	010-4300-0000-0000-7100-000-00- -	\$40.00	Check Amount for \$40.00
MICHELLE SINCLAIR C/O OCEAN VIEW (005464/1)	Check # 50101234, Dated 02/21/2012, Printed (RG000195), PO# P12-01004, Batchld AP02212012		
REIMB FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-004-04- -	\$50.00	Check Amount for \$50.00
STAR ELEVATOR CO (000998/1)	Check # 50101235, Dated 02/21/2012, Printed (RG000195), PO# P12-00228, Batchld AP02212012		
2011/12 AHS ELEVATOR SERVICE	010-5610-8150-1110-8110-038-00- -	\$291.86	Check Amount for \$291.86
TOSHIBA FINANCIAL SERVICES (004499/4)	Check # 50101236, Dated 02/21/2012, Printed (RG000195), PO# P12-00361, Batchld AP02212012		
11/12 LEASE FOR DISTRICT COPIERS	010-5611-6500-5001-2100-000-00- -	\$657.87	
11/12 LEASE FOR DISTRICT COPIERS	010-5611-1100-1110-2700-000-00- -	\$3,947.24	Check Amount for \$4,605.11
TOSHIBA BUSINESS SOLUTIONS CA (004499/5)	Check # 50101237, Dated 02/21/2012, Printed (RG000195), PO# P12-00585, Batchld AP02212012		
AMS COPIER SUPPLIES	010-4300-1100-1110-2700-016-16- -	\$97.88	Check Amount for \$97.88
TOTALFUNDS BY HASLER (007610/1)	Check # 50101238, Dated 02/21/2012, Printed (RG000195), PO# P12-00706, Batchld AP02212012		
11/12 D.O. POSTAGE	010-5910-0000-0000-7200-000-00- -	\$1,000.00	Check Amount for \$1,000.00
ALAMEDA COUNTY OFFICE OF ED (000024/1)	Check # 50102545, Dated 02/24/2012, Printed (RG000196), PO# P12-01019, Batchld AP02242012		
01/21/12 LANGUAGE & LITERACY CONFERENCE REG	010-5200-0000-0000-2100-000-00- -	\$540.00	Check Amount for \$540.00
ALAMEDA UNIFIED SCHOOL DIST. (001037/1)	Check # 50102546, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012		
50%-3310	100-7211-3310-5001-9200-069-00- -201	\$799,620.00	Check Amount for \$799,620.00
Albany Children's Center (006996/2)	Check # 50102547, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012		
01/12 FEES	120-5800-0000-8500-5000-000-00- -	\$78.81	Check Amount for \$78.81
Aramark Uniform Service (007442/2)	Check # 50102548, Dated 02/24/2012, Printed (RG000196), PO# P12-00244, Batchld AP02242012		
DUST MOP & TOWEL SERVICE	010-5800-0000-0000-8200-000-00- -	\$147.35	Check Amount for \$147.35
CYNTHIA ATTIYEH C/O DISTRICT OFFICE (003483/1)	Check # 50102549, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012		
12/01-02/09 MILEAGE REIMB	010-5200-0000-0000-7400-000-00- -	\$110.45	Check Amount for \$110.45
BAY AREA NEWS GROUP (006942/3)	Check # 50102552, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012		
01/12 ADVERTISING	010-5812-0000-0000-7200-000-00- -	\$515.95	Check Amount for \$515.95
AMY BERG C/O CORNELL (003276/1)	Check # 50102553, Dated 02/24/2012, Printed (RG000196), PO# P12-00057, Batchld AP02242012		
11/12 REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-001-01- -	\$46.40	
11/12 REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-001-01- -	\$50.00	
11/12 REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-9020-1110-1000-001-01- -	\$50.00	Check Amount for \$146.40
BERKELEY FARMS (006683/1)	Check # 50102554, Dated 02/24/2012, Printed (RG000196), PO# P12-00416, Batchld AP02242012		
DAIRY	130-4700-5310-0000-3700-000-00- -	\$973.72	Check Amount for \$973.72
BERKELEY REPERTORY THEATRE (007150/1)	Check # 50102555, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012		
33 STUDENT TICKETS FOR "RED" ON 04/19/12	010-5810-9020-1137-1000-038-38- -	\$330.00	Check Amount for \$330.00
BERKELEY UNIFIED SCHOOL DIST. (000600/2)	Check # 50102556, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012		
50%-3310	100-7211-3310-5001-9200-069-00- -202	\$820,807.00	Check Amount for \$820,807.00
CALPERS (005346/2)	Check # 50102560, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012		
03/12 CALPERS PREMIUM	010-9534- - - - -	\$407,173.93	
03/12 CALPERS PREMIUM	010-5800-0000-0000-7200-000-00- -	\$1,906.21	
11/12 remaining employer contribution for retirees	010-3751-0000-1110-1000-000-00- -	\$8,064.00	
11/12 remaining employer contribution for retirees	010-3752-0000-0000-7200-000-00- -	\$3,472.00	Check Amount for \$420,616.14
CAROLINE CLARK C/O AMS (005794/1)	Check # 50102562, Dated 02/24/2012, Printed (RG000196), PO# P12-00622, Batchld AP02242012		
REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-1100-1110-1000-016-16- -	\$37.64	
REIMBURSEMENT FOR CLASSROOM SUPPLIES	010-4300-1100-1110-1000-016-16- -	\$47.41	Check Amount for \$85.05
HSBC BUSINESS SOLUTIONS (006700/1)	Check # 50102563, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012		
CULINARY ART SUPPLIES	010-4300-9020-1131-1000-038-38- -	\$111.21	Check Amount for \$111.21
EMERY UNIFIED SCHOOL DISTRICT (005835/1)	Check # 50102566, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012		
50%-3310	100-7211-3310-5001-9200-069-00- -203	\$61,995.00	Check Amount for \$61,995.00

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JANET FOHNER C/O DISTRICT OFFICE (005615/1)	Check # 50102568, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012			
REIMB FOR SHREDDING SERVICES	010-5800-0000-0000-7200-000-00- -	\$24.50	Check Amount for	\$24.50
GOLD STAR FOODS (002941/3)	Check # 50102570, Dated 02/24/2012, Printed (RG000196), PO# P12-00419, Batchld AP02242012			
FOOD	130-4700-5310-0000-3700-000-00- -	\$825.42	Check Amount for	\$825.42
HOME DEPOT CREDIT SERVICES (000495/3)	Check # 50102577, Dated 02/24/2012, Printed (RG000196), PO# P12-00240, Batchld AP02242012			
HARDWARE	010-4300-8150-0000-8110-000-00- -	\$127.29	Check Amount for	\$127.29
HELEN JIANG C/O CENTRAL KITCHEN (006365/1)	Check # 50102581, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012			
01/11-02/10 MILEAGE REIMB	130-5200-5310-0000-3700-000-00- -	\$21.21	Check Amount for	\$21.21
CHRISTOPHER KAJIWARA C/O DISTRICT (004023/1)	Check # 50102582, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012			
12/08-02/01 MILEAGE REIMB	010-5200-0077-0000-7700-000-00- -	\$59.25	Check Amount for	\$59.25
MAGGIORA BAKING CO (000577/1)	Check # 50102588, Dated 02/24/2012, Printed (RG000196), PO# P12-00414, Batchld AP02242012			
FOOD	130-4700-5310-0000-3700-000-00- -	\$465.70	Check Amount for	\$465.70
McCRARY CONSTRUCTION COMPANY (007599/1)	Check # 50102591, Dated 02/24/2012, Printed (RG000196), PO# P11-00724, Batchld AP02242012			
Albany Aquatic Center Project	210-6251-1711-0000-8500-005-00- -	\$176,415.30	Check Amount for	\$176,415.30
Borel Private Bank & Trust Co (007599/2)	Check # 50102592, Dated 02/24/2012, Printed (RG000196), PO# P11-00724, Batchld AP02242012			
Albany Aquatic Center Project - Retention	210-6251-1711-0000-8500-005-00- -	\$19,601.70	Check Amount for	\$19,601.70
PIEDMONT UNIFIED SCHOOL DIST (005594/1)	Check # 50102598, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012			
50%-3310	100-7211-3310-5001-9200-069-00- -204	\$255,816.00	Check Amount for	\$255,816.00
U S POSTMASTER (000264/1)	Check # 50102610, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012			
CORNELL POSTAGE	010-5910-1100-1110-2700-001-01- -	\$180.00	Check Amount for	\$180.00
U S POSTMASTER (000264/1)	Check # 50102611, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012			
POOL POSTAGE	010-5910-0005-0000-8200-005-00- -	\$44.00	Check Amount for	\$44.00
GISELLA VILLAFUERTE C/O CENTRAL KITCHEN (007564/2)	Check # 50102612, Dated 02/24/2012, Printed (RG000196), PO# ,Batchld AP02242012			
01/11-02/10 MILEAGE REIMB	130-5200-5310-0000-3700-000-00- -	\$7.77	Check Amount for	\$7.77
RETIREE (001406/2)	Check # 50100021, Dated 02/08/2012, Printed (RG000192), PO# ,Batchld AP02082012			
REISSUE STALE DATED CK# 50011660-07/11 CALPERS REIMB	010-8699-0000- - - - -	\$460.99	Check Amount for	\$460.99
REIMB (000867/1)	Check # 50100922, Dated 02/15/2012, Printed (RG000194), PO# P12-01241, Batchld AP02152012			
02/12 CALPERS REIMB	010-3752-0000-0000-7200-000-00- -	\$599.10	Check Amount for	\$599.10
RETIREE (000072/2)	Check # 50100901, Dated 02/15/2012, Printed (RG000194), PO# P12-01242, Batchld AP02152012			
02/12 CALPERS REIMB	010-3752-0000-0000-7200-000-00- -	\$1,310.20	Check Amount for	\$1,310.20
RETIREE (003578/1)	Check # 50102550, Dated 02/24/2012, Printed (RG000196), PO# P12-00098, Batchld AP02242012			
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$599.10	Check Amount for	\$599.10
RETIREE (000494/1)	Check # 50102551, Dated 02/24/2012, Printed (RG000196), PO# P12-00099, Batchld AP02242012			
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$599.10	Check Amount for	\$599.10
RETIREE (000288/1)	Check # 50102557, Dated 02/24/2012, Printed (RG000196), PO# P12-00075, Batchld AP02242012			
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$498.44	Check Amount for	\$498.44
RETIREE (001336/1)	Check # 50102558, Dated 02/24/2012, Printed (RG000196), PO# P12-00104, Batchld AP02242012			
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$937.09	Check Amount for	\$937.09
RETIREE (001562/1)	Check # 50102559, Dated 02/24/2012, Printed (RG000196), PO# P12-00105, Batchld AP02242012			
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$599.10	Check Amount for	\$599.10
RETIREE (001049/1)	Check # 50102561, Dated 02/24/2012, Printed (RG000196), PO# P12-00076, Batchld AP02242012			
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$1,310.02	Check Amount for	\$1,310.02
RETIREE (000072/2)	Check # 50102564, Dated 02/24/2012, Printed (RG000196), PO# P12-01242, Batchld AP02242012			
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$1,310.20	Check Amount for	\$1,310.20
RETIREE (001640/1)	Check # 50102565, Dated 02/24/2012, Printed (RG000196), PO# P12-00077, Batchld AP02242012			
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$599.10	Check Amount for	\$599.10
RETIREE (004337/1)	Check # 50102567, Dated 02/24/2012, Printed (RG000196), PO# P12-00337, Batchld AP02242012			
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$599.10	Check Amount for	\$599.10
RETIREE (000088/1)	Check # 50102569, Dated 02/24/2012, Printed (RG000196), PO# P12-00106, Batchld AP02242012			

February 2012 Warrant Listing					
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$225.99	Check Amount for	\$225.99	
RETIREE (000827/1)	Check # 50102571, Dated 02/24/2012, Printed (RG000196), PO# P12-00080, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$498.44	Check Amount for	\$498.44	
RETIREE (005452/1)	Check # 50102572, Dated 02/24/2012, Printed (RG000196), PO# P12-00081, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$1,108.88	Check Amount for	\$1,108.88	
RETIREE (003888/1)	Check # 50102573, Dated 02/24/2012, Printed (RG000196), PO# P12-00082, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$1,310.20	Check Amount for	\$1,310.20	
RETIREE (007519/1)	Check # 50102574, Dated 02/24/2012, Printed (RG000196), PO# P12-00107, Batchld AP02242012				
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$1,023.42	Check Amount for	\$1,023.42	
RETIREE (000406/1)	Check # 50102575, Dated 02/24/2012, Printed (RG000196), PO# P12-00108, Batchld AP02242012				
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$599.10	Check Amount for	\$599.10	
RETIREE (000012/1)	Check # 50102576, Dated 02/24/2012, Printed (RG000196), PO# P12-00083, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$937.09	Check Amount for	\$937.09	
RETIREE (005361/2)	Check # 50102578, Dated 02/24/2012, Printed (RG000196), PO# P12-00084, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$376.35	Check Amount for	\$376.35	
RETIREE (000085/1)	Check # 50102579, Dated 02/24/2012, Printed (RG000196), PO# P12-00085, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$937.09	Check Amount for	\$937.09	
RETIREE (002333/1)	Check # 50102580, Dated 02/24/2012, Printed (RG000196), PO# P12-00086, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$1,108.88	Check Amount for	\$1,108.88	
RETIREE (004184/1)	Check # 50102583, Dated 02/24/2012, Printed (RG000196), PO# P12-00087, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$845.59	Check Amount for	\$845.59	
RETIREE (000901/2)	Check # 50102584, Dated 02/24/2012, Printed (RG000196), PO# P12-00088, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$537.16	Check Amount for	\$537.16	
RETIREE (001050/1)	Check # 50102585, Dated 02/24/2012, Printed (RG000196), PO# P12-00091, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$498.44	Check Amount for	\$498.44	
RETIREE (001583/3)	Check # 50102586, Dated 02/24/2012, Printed (RG000196), PO# P12-00092, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$498.44	Check Amount for	\$498.44	
RETIREE (003986/2)	Check # 50102587, Dated 02/24/2012, Printed (RG000196), PO# P12-00093, Batchld AP02242012				
03/12 Cash in Lieu	010-3751-0000-1110-1000-000-00- -	\$125.00	Check Amount for	\$125.00	
RETIREE (003433/2)	Check # 50102589, Dated 02/24/2012, Printed (RG000196), PO# P12-00109, Batchld AP02242012				
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$498.44	Check Amount for	\$498.44	
RETIREE (001310/1)	Check # 50102590, Dated 02/24/2012, Printed (RG000196), PO# P12-00110, Batchld AP02242012				
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$1,108.88	Check Amount for	\$1,108.88	
RETIREE (000082/1)	Check # 50102593, Dated 02/24/2012, Printed (RG000196), PO# P12-00111, Batchld AP02242012				
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$599.10	Check Amount for	\$599.10	
RETIREE (001193/2)	Check # 50102594, Dated 02/24/2012, Printed (RG000196), PO# P12-00338, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$937.09	Check Amount for	\$937.09	
RETIREE (000083/1)	Check # 50102595, Dated 02/24/2012, Printed (RG000196), PO# P12-00112, Batchld AP02242012				
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00- -	\$1,186.32	Check Amount for	\$1,186.32	
RETIREE (000701/1)	Check # 50102596, Dated 02/24/2012, Printed (RG000196), PO# P12-00095, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$1,310.20	Check Amount for	\$1,310.20	
RETIREE (000439/2)	Check # 50102597, Dated 02/24/2012, Printed (RG000196), PO# P12-00096, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$937.09	Check Amount for	\$937.09	
RETIREE (003979/2)	Check # 50102599, Dated 02/24/2012, Printed (RG000196), PO# P12-00097, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$232.49	Check Amount for	\$232.49	
RETIREE (002301/1)	Check # 50102600, Dated 02/24/2012, Printed (RG000196), PO# P12-00339, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$1,310.20	Check Amount for	\$1,310.20	
RETIREE (000055/1)	Check # 50102601, Dated 02/24/2012, Printed (RG000196), PO# P12-00100, Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00- -	\$599.10	Check Amount for	\$599.10	

<u>February 2012 Warrant Listing</u>					
RETIREE (00C867/1)	Check # 50102602, Dated 02/24/2012, Printed (RG000196), PO# P12-01241,Batchld AP02242012				
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00 - -	\$599.10	Check Amount for	\$599.10	
RETIREE (000443/1)	Check # 50102603, Dated 02/24/2012, Printed (RG000196), PO# P12-00113,Batchld AP02242012				
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00 - -	\$722.96	Check Amount for	\$722.96	
RETIREE (001406/2)	Check # 50102604, Dated 02/24/2012, Printed (RG000196), PO# P12-00101,Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00 - -	\$498.44	Check Amount for	\$498.44	
RETIREE (000313/1)	Check # 50102605, Dated 02/24/2012, Printed (RG000196), PO# P12-00102,Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00 - -	\$1,210.65	Check Amount for	\$1,210.65	
RETIREE (000295/1)	Check # 50102606, Dated 02/24/2012, Printed (RG000196), PO# P12-00103,Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00 - -	\$937.09	Check Amount for	\$937.09	
RETIREE (003321/2)	Check # 50102607, Dated 02/24/2012, Printed (RG000196), PO# P12-00341,Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00 - -	\$1,310.20	Check Amount for	\$1,310.20	
RETIREE (000820/1)	Check # 50102608, Dated 02/24/2012, Printed (RG000196), PO# P12-00114,Batchld AP02242012				
03/12 Calpers Reimb	010-3752-0000-0000-7200-000-00 - -	\$1,310.20	Check Amount for	\$1,310.20	
RETIREE (000738/3)	Check # 50102609, Dated 02/24/2012, Printed (RG000196), PO# P12-00342,Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00 - -	\$1,520.94	Check Amount for	\$1,520.94	
RETIREE (001558/1)	Check # 50102613, Dated 02/24/2012, Printed (RG000196), PO# P12-00078,Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00 - -	\$537.16	Check Amount for	\$537.16	
RETIREE (003030/2)	Check # 50102614, Dated 02/24/2012, Printed (RG000196), PO# P12-00802,Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00 - -	\$488.18	Check Amount for	\$488.18	
RETIREE (005280/1)	Check # 50102615, Dated 02/24/2012, Printed (RG000196), PO# P12-00094,Batchld AP02242012				
03/12 Calpers Reimb	010-3751-0000-1110-1000-000-00 - -	\$1,310.20	Check Amount for	\$1,310.20	
			TOTAL	\$3,024,608.28	
	FUND	EXPENSE			
	010	\$782,645.52			
	100	\$1,942,194.00			
	110	\$350.00			
	120	\$3,806.45			
	130	\$41,705.52			
	140	\$20,010.94			
	210	\$232,689.97			
	250	\$1,205.88			
	TOTAL	\$3,024,608.28			

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP****Regular Meeting of March 20, 2012**

ITEM: **APPROVE INDEPENDENT CONTRACTOR AGREEMENTS –
QUINT & THIMMIG AND JONES HALL.**

PREPARED BY: **MARLA STEPHENSON, SUPERINTENDENT**

TYPE OF ITEM: **CONSENT**

On February 1, 2012, the District distributed Requests for Proposals for Bond and Disclosure Counsel services to law firms which are nationally recognized as having expertise in the area of tax-exempt bond financings. The deadline for responses was February 15, 2012. On February 23, 2012, the District conducted in-person interviews with four firms, which were attended by the Superintendent, the Associate Superintendent, Business Services, a former District Board Member, and the District's financial advisor, Ruth Alahydoian of KNN Public Finance (the "Selection Committee"). Following this process, the Selection Committee determined that the firms of Quint & Thimmig and Jones Hall, A Professional Law Corporation, were the most qualified to serve the District as bond counsel and disclosure counsel, respectively. The forms of their service contracts are on file for approval herein.

FINANCIAL INFORMATION:

Funding Source: General Fund

RECOMMENDATION: Approve Independent Contractor Agreement – Quint & Thimmig and Jones Hall.

Agreement for Legal Services

Albany Unified School District General Obligation Bonds

THIS AGREEMENT FOR LEGAL SERVICES is entered into this 20th day of March, 2012, by and between the ALBANY UNIFIED SCHOOL DISTRICT (the "District") and QUINT & THIMMIG LLP, San Francisco, California ("Attorneys");

WITNESSETH:

WHEREAS, the District intends to issue its general obligation bonds from time to time, including bonds to refund previously issued bonds if market conditions generate present value savings to the District and to the taxpayers of the District (the "Bonds");

WHEREAS, in connection with such proceedings the District requires the advice and assistance of bond counsel;

WHEREAS, Attorneys certify that they are qualified by training and experience to perform the services of bond counsel and are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

Section 1. Duties of Attorneys. Attorneys shall do, carry out and perform all of the following services as are necessary for the issuance of the Bonds:

(i) Consult and cooperate with officials of the District, District legal counsel, financing consultants, underwriters and other consultants, staff and employees of the District, and assisting such consultants, staff and employees in the formulation of coordinated financial and legal proceedings;

(ii) Attend all meetings of the District at which the financing is to be discussed, as deemed necessary by for the proper planning of the financing proceedings or when specifically requested to attend;

(iii) Prepare any required indentures, ordinances and all resolutions, notices and legal documents necessary for the proper conduct of the financing proceedings;

(iv) Review all financial documents for legal sufficiency;

(v) Review, without undertaking an independent investigation, any official statement or other disclosure document prepared in connection with the financing proceedings to assure correctness of disclosure relating to the legal documents;

(vi) Prepare and provide a signature and no-litigation certificate, an arbitration certificate and any and all other closing documents required to accompany delivery of the securities;

(vii) Prepare and provide a complete transcript of the proceedings necessary to accompany delivery of the securities;

(viii) Subject to the completion of proceedings provide a legal opinion that (if tax-exempt) the interest due with respect to the securities is excluded from gross income for purposes of federal income taxation and that such interest is exempt from California personal income taxation;

(ix) Subject to the completion of proceedings, provide a legal opinion approving in all regards the legality of all proceedings relating to the securities;

(x) Confer and consult with the District officials and agents with regard to problems which may arise during the servicing and payment of principal of and interest on the securities;

(xi) Such other and further services as are normally performed by bond counsel in connection with the issuance of securities; and

(xii) Where election services are required:

(A) Prepare a timetable setting forth the actions required to be undertaken to accomplish the election, and coordination with the county election officials to insure that the necessary legal requirements are satisfied;

(B) Prepare the resolutions and ordinances of the governing board of the District required to call the election and to request consolidation with any other elections to be held on the same date;

(C) Assist with the preparation of the tax rate statement and the independent analysis required to be distributed to voters;

(D) Review the ballot arguments to be prepared by or on behalf of the District;

(E) Consult with the District and its staff and counsel, the county and its staff and the District's consultants concerning the election proceedings; and

(F) Prepare the notices, affidavits and certificates required by law for the conducting of the election.

Section 2. Compensation. For the services set forth under Section 1, Attorneys shall be paid a legal fee for each issue computed as follows (with a minimum fee of \$20,000 for each issue):

- 1/2% of the principal amount of the series amount up to \$1,000,000;
- 1/4% of the principal amount of the series between \$1,000,001 and \$6,000,000; and
- 1/10% of the principal amount of the series over \$6,000,000.

Said legal fee shall be inclusive of all out of pocket expenses of Attorneys, excluding publication costs and costs of preparing closing transcripts and CDs.

Payment of said fees and expenses shall be entirely contingent, shall be due and payable upon the issuance of the Bonds and shall be payable solely from the proceeds of the Bonds or other available moneys of the District.

Section 3. Responsibilities of the District. The District shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the District, or other deemed necessary by Attorneys to render an opinion upon the validity of such proceedings. All costs and expenses incurred incidental to the actual issuance and delivery of Bonds, including the cost and expense of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, the cost of preparing the Bonds for execution and delivery, all printing costs and publication costs, and any other expenses incurred in connection with the issuance of Bonds, shall be paid from Bond proceeds.

Section 4. Exceptions. Any services rendered in any litigation involving the District or the financing proceedings relating to the Bonds are excepted from the services to be rendered for the above compensation. On-going advice and preparation of necessary documentation regarding compliance with section 148 of the Internal Revenue Code of 1986 relating to arbitrage limitations and rebate provisions, or related to continuing disclosure under the rules of the Securities and Exchange Commission, are also excepted from the services to be rendered for the above compensation. For such services which Attorneys are directed to render for and on behalf of the District, compensation shall be on the basis of reasonable fees to be agreed upon by the District and Attorneys.

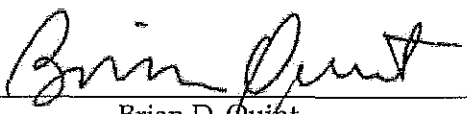
Section 5. Termination of Agreement. This Agreement for Legal Services shall be indefinite as to term but may be terminated at any time by the District, with or without cause, following sixty (60) days written notice by the District to Attorneys. In the event of such termination, all finished and unfinished documents shall, at the option of the District, become its property and shall be delivered by Attorneys.

IN WITNESS WHEREOF, the District and Attorneys have executed this Agreement for Legal Services as of the date first above written.

ALBANY UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

QUINT & THIMMIG LLP

By 
Brian D. Quint

JONES HALL
A Professional Law Corporation

AGREEMENT FOR LEGAL SERVICES
(Disclosure Counsel)

THIS AGREEMENT FOR LEGAL SERVICES is made and entered into this 20th day of March, 2012, by and between the ALBANY UNIFIED SCHOOL DISTRICT (the "Client"), and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys").

WITNESSETH

WHEREAS, the Client requires the services of disclosure counsel in connection with the issuance of general obligation bonds pursuant to a bond measure to be presented to District voters in calendar year 2012 for approximately \$20 million in general obligation bonds, to be issued in one or more series, in addition to disclosure counsel services in connection with the issuance of bonds, notes and other obligations which the District may determine to issue from time to time (referred to herein collectively as the "Bonds"); and

WHEREAS, the Client has determined that Attorneys are specially trained and experienced to provide services as Disclosure Counsel in connection with the sale of the Bonds and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement for Legal Services.

NOW THEREFORE, IT IS HEREBY AGREED, as follows:

1. **Duties of Attorneys.** Attorneys shall provide legal services in connection with the preparation of the Official Statement to be used in connection with the offering and sale of the Bonds. Such services shall include the following:

- a. Prepare the Official Statement (both preliminary and final) or other disclosure documents in connection with the offering of the Bonds;
- b. Confer and consult with the officers and administrative staff of the Client as to matters relating to the Official Statement;
- c. Attend meetings of the Client and any administrative meetings at which the Official Statement is to be discussed, deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement, or when specifically requested by the Client to attend;
- d. On behalf of the Client, prepare the bond purchase contract pursuant to which the Bonds will be sold to the underwriter and a

continuing disclosure certificate of the Client to assist the underwriter with complying with the provisions of SEC Rule 15c2-12; and

- e. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the Client and the underwriter that, although Attorneys have not undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement, in the course of Attorneys participation in the preparation of the Official Statement, Attorneys have been in contact with representatives of the Client and others, concerning the contents of the Official Statement and related matters. Based upon the foregoing, nothing has come to Attorneys attention to lead Attorneys to believe that the Official Statement (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion included therein, and information relating to The Depository Trust Company and its book-entry system, as to which Attorneys need express no view) as of the date of the Official Statement or the date of the closing contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

2. Duties of Client.

- a. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security, including all information "material" to such matters (as such term is defined under federal securities laws) and all other documents deemed necessary by Attorneys. We understand that you will direct members of your staff to cooperate with us in this regard.
- b. For the services described in Section 1, based on our current understanding of the District's financing needs and the time we anticipate devoting to the financing, Attorneys shall be paid compensation as follows:
 - (i) for the issuance of 2012 Election General Obligation Bonds, if approved by District voters, the amount of \$20,000 for the initial series, and \$17,500 for each subsequent series,
 - (ii) for the issuance of refunding general obligation bonds, the amount of \$20,000 per series of bonds issued, and

- (iii) for other issues that may arise from time to time, including but not limited to certificates of participation, tax and revenue anticipation notes and bond anticipation notes, compensation shall be as agreed in a letter of understanding submitted to Client by Attorneys and acknowledged by Client.

If, at any time, we believe that circumstances require an adjustment of the fees described above, which may include a material change in structure of the financing or the proposed principal amount of the Bonds to be issued, we will advise Client of such circumstances and prepare a letter of understanding with respect to such fees which shall be acknowledged by Client. In addition, Attorneys shall be reimbursed for any costs advanced by Attorneys on behalf of the Client, including delivery and messenger services, duplication costs and expenses for travel outside the State of California, if any, but specifically excluding travel expenses within the State of California.

Payment of said fees and expenses shall be entirely contingent, shall be due and payable upon the delivery of the Bonds and shall be payable solely from the proceeds of the Bonds and from no other funds of the Client. The fee is not set by law but is negotiable between Attorneys and Client.

3. Termination of Agreement.

- a. Termination by Client. This Agreement may be terminated at any time by the Client with or without cause upon written notice to Attorneys.
- b. Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to Client if Client fails to follow written legal advice given by Attorneys.
- c. Termination Upon Issuance of Bonds. This Agreement shall terminate upon the issuance of the Bonds.
- d. Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the Client become its property and shall be delivered to the Client by Attorneys.

4. Exceptions. Attorneys' services pursuant to this Agreement shall not include the following:

- a. providing a legal opinion approving the legality of the proceedings relating to the Bonds or regarding the exemption of interest thereon from taxation;

- b. any services rendered in any litigation involving the Client or the financing proceedings relating to the Bonds; and
- c. on-going advice and preparation of necessary documentation in respect of reporting requirements of the Securities and Exchange Commission, including, without limitation, Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

For any such services which Attorneys and Client subsequently agree to be provided by Attorneys, compensation shall be on the basis of reasonable fees to be agreed upon by the Client and Attorneys.

5. **Advice and Counsel; Attorney-Client Relationship.** It is understood that neither the Attorneys nor any individual representing the Attorneys possesses any authority with respect to any decision of the Client or any Client official beyond the rendition of information, advise, recommendation or counsel.

Upon execution of this Agreement, the Client will be Attorneys' client and an attorney-client relationship will exist between Client and Attorneys. Attorneys assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the Client, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services as disclosure counsel are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations.

6. **Conflicts; Prospective Consent.** Attorneys represent many political subdivisions and underwriting firms. It is possible that during the time that Attorneys are representing the Client, one or more of Attorneys' present or future clients will have transactions with the Client. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent Client as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to Attorneys' representation of Client, or because it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the Client's consent to Attorneys' representation of others consistent with the circumstances described in this Section 6.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective officers thereunto duly authorized as of the day and year first above written.

ALBANY UNIFIED SCHOOL DISTRICT

By _____
Superintendent

JONES HALL, A Professional Law Corporation

By _____
Shareholder

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP****Regular Meeting of March 20, 2012**

ITEM: **Developer Fee Justification Study**

PREPARED BY: Laurie Harden, Assistant Superintendent

TYPE OF ITEM: *Consent Agenda*

BACKGROUND INFORMATION:

Education Code Sections 17621 and 17622 and Government Code Section 66001 require school districts to prepare developer fee justification study prior to adopting and/or increasing school statutory school fees (developer fees). The State Allocation Board adjusts the maximum rate that can be levied every two years. This is based on inflation as listed by the state wide index for Class B construction.

Following a study for residential and commercial/industrial construction the Board adopted a resolution in 2008 establishing the fees at \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction. The State Allocation Board did not vote to increase fees in 2010.

For 2012, the State Allocation Board increased the maximum fee to \$3.20 per square foot for residential construction and \$0.51 per square foot for commercial/industrial construction. If the district wishes to increase fees to the new maximum, the following steps need to be taken:

- Development of a new fee justification study which properly justifies assessment at the newly increased rate;
- After completion of the study, publication and posting of a public notice related to a hearing on the proposed fee increase to be held at a regularly scheduled meeting of the governing board;
- Mailing of the notice to any party that has requested, in writing, to receive notice of school fee increase proceedings;
- Making the justification study available to the public;
- Adopting a resolution approving the fee increase after a public hearing;
- Providing notice to the city and county agencies responsible for the issuance of building permits;

The effective date of the increase is 60 days from adoption of the resolution by the governing board

FINANCIAL INFORMATION:

Contract Proposal: \$4,680.00

RECOMMENDATION: Approve the proposal from Total School Solutions to conduct a Developer Fee Justification Study for a fee of \$4,680.00.

AGREEMENT FOR CONSULTING SERVICES

RECITALS

This Agreement for Consulting Services ("Agreement") is entered into this 21st day of March 2012, by and between the Albany Unified School District ("District") and Total School Solutions ("Consultant").

TERMS

1. **Services.** The Consultant shall perform relevant services and duties to conduct a Level 1 Developer Fees Justification Study Update for the District. The scope of work is defined in Exhibit A.
2. **Independent Contractor Status.** Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, or its employees or contractors, as officers, agents, or employees of the District.
3. **Compensation.** District agrees to pay Consultant for services rendered pursuant to this Agreement a fixed fee of \$4,680 including expenses.
 - a. All payments required by this agreement shall be made within thirty days of the submission of an invoice to the District. Partial payments for work completed shall be required and made upon receipt of an invoice as described previously. All outstanding payments shall be made within thirty (30) days of the completion of the work delivered in this agreement.
 - b. Any additional services requested by the District or due to a condition existing in and/or caused by the District, rendered after prior written approval, shall be billed and reimbursed separately, in accordance with the TSS standard hourly fee schedule. Any out-of-pocket expenses will be billed at actual cost plus 15 percent. These out of pocket costs include, but are not limited to, telephone, postage, travel and mileage.

In the event that the District cancels or postpones, a scheduled visit by the Consultant, with less than 48 hours notice, the Consultant shall be paid all expenses actually incurred as well as up to eight hours of time for each person assigned at the appropriate individual hourly rate.

4. **Termination.**
 - a. By Consultant: Consultant may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for services rendered and hours worked to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.

- b. By District: District may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered (hours worked if an hourly contract), and any expenses incurred, to the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Consultant.
- c. Consultant shall be relieved of the obligation to perform, and District shall not recover any damages, in the event that Consultant is prevented from performing by act of God or nature, fire, union strike, lockout, or seizure of materials, products, plants, facilities, or other such condition, upon satisfactory evidence being presented to District.

5. **Indemnification.** Consultant shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers from any and all demands, losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, permitted, or suffered to be done by the Consultant in conjunction with this Agreement, unless the claims are caused by the gross negligence or willful misconduct of parties wholly unconnected to the Consultant.

The District shall indemnify and hold harmless the Consultant, its officers and employees from any and all demands, losses, liabilities, claims, suits, and actions arising from the gross negligence or willful misconduct of the District, its agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers.

6. **Insurance.** The Consultant shall procure and maintain at all times during the term of this agreement insurance required of an independent contractor.
7. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Albany Unified School District
1051 Monroe Street
Albany, CA 94706
ATTN: Marla Stephenson
Superintendent

Consultant

Total School Solutions
4751 Mangels Boulevard
Fairfield, CA 94534
Tahir Ahad
President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

8. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by the party against whom enforcement is sought.
9. **California Law.** This Agreement shall be governed by the laws of the State of California.
10. **Waiver.** The waiver by either party of any breach of the terms of this agreement shall not be deemed to waive the requirement of such term, covenant, or condition in whole or in part.
11. **Severability.** If any term, condition or provision of this Agreement is held invalid or illegal by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
12. **Incorporation of Recitals and Exhibits.** The recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Albany Unified School District

Total School Solutions, Consultant

By: _____

By:  _____

Title: Superintendent

Title: President

Dated: _____

Dated: March 1, 2012

Scope of Proposed Services – Level 1 Developer Fees

The following scope of services is required to impose Level 1 fees based on the State Allocation Board (SAB) "Index Adjustment on the Assessment for Development", adjustment in January 2012.

Residential (New and 500 + square feet additions)

The Justification Document will identify the maximum fee that the school district could levy based on the following categories of need over a five (5) year period:

- New construction needs (based on unhoused students)
- Modernization needs (40% district match)
- Lease costs for interim portables
- Certificate of Participation (COP) payments
- Administrative/Consultant costs

The number of unhoused students over a five (5) year period will be based on projected enrollment, either a district projection or the SAB 50-01, less the established capacity based on the SAB 50-02. The cost of new construction will be based on the most recent SAB adopted School Facility Program (SFP) grant amounts or district prepared cost estimates, if available.

Modernization costs will be based on the districts eligible projects and the most recent SAB adopted SFP grant amounts, using the district's forty (40) percent match requirement only.

Lease costs for interim portables will be a projection of costs over a five (5) year period.

COP payments will be based on actual payments of an existing COP over a five (5) year period and any anticipated new COP issue during the next five (5) years.

Administrative/consultant costs to manage a facilities program will be based on a reasonable percentage of the five (5) year cost of the program, generally about five (5) percent.

Commercial/Industrial

If the district currently levies commercial/industrial fees and desires to continue to levy such fees, the maximum fees that may be levied for different categories of space will be based on statewide employee generation factors, as allowed by law.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of March 20, 2012

ITEM: Marin School PTA Donation

PREPARED BY: Laurie Harden

TYPE OF ITEM: *Consent Agenda*

BACKGROUND INFORMATION:

Marin School PTA is donating \$45,000 to support technology at Marin School. Purchases are required to be approved by the AUSD technology department, prior to purchase.

FINANCIAL INFORMATION:

\$45,000 donation to Albany Unified School District.

RECOMMENDATION: Accept Marin School PTA donation of \$45,000.



Marin School PTA

1001 Santa Fe Avenue, Albany CA | 510.558.4740

3/5/2012

2011 - 2012 PTA OFFICERS

PRESIDENT

Sallie Yoshida
sallie.yoshida@gmail.com

VICE PRESIDENT

Holly Taines White
hollytwhite@yahoo.com

SECRETARY

Marcia Belvin
marciabelvin@yahoo.com

TREASURER

Kathryn Stambaugh
kathrynstambaugh@gmail.com

FINANCIAL SECRETARY

Kim Trutane
ktrutane@gmail.com

TEACHER REPRESENTATIVE

Amy Evoy
aevoy@ausdk12.org

MARIN SCHOOL PRINCIPAL

David A. Kumamoto
dkumamoto@ausdk12.org

MARIN PTA Tax ID#:

94-6172513

Albany Unified School District
1051 Monroe St.
Albany, CA 94706

Dear Superintendent Stephenson,

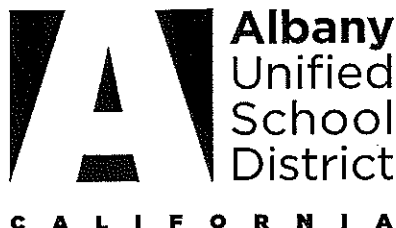
The Marin School PTA would like to commit up to \$45,000 to support technology at the Marin campus. We request that the final decisions on the specific details on the purchase or lease of computers and technological supports, such as computer cart, protection plan, etc., to be under the discretion of David Kumamoto, Brian Hyland, Judith Carey and myself.

The proposed funding was approved by the Marin PTA board as well as by the PTA members at our March 1, 2012 meeting.

Thank you very much.

Sincerely,

Sallie Yoshida
Marin PTA President



1051 Monroe Street
Albany, CA 94706
510.558.3750 Phone
510.559.6560 Fax
www.ausdk12.org

District Administration
Marla Stephenson, *Superintendent*
Laurie Harden, *Assistant Superintendent*

Board of Education
Paul Black
Jonathan Knight
Patricia Low
Allan Maris
Ronald Rosenbaum

P59

TO: Marla Stephenson
FROM: Brian Hyland
DATE: March 9, 2012
RE: Marin Donation and Equity

Marla,

I have completed my inventory of the Elementary schools student technology. There are a total of 147 student machines available for 1656 students, 28 of the 147 machines are less than for years old. The majority of the newer machines are at Cornell. There are three newer student machines two at Marin and one at Ocean View in the Library. Based on this information I recommend we accept the Marin PTA Technology donation.

I have met with the Principals and discussed equity in technology across all three elementary schools. Cornell has the greatest number of student machines at 81, with 25 of those less than 4 years old. Ocean View and Marin are equal with approximately 32 machines each.

Depending on the technology selected, Marin will have the clear lead in technology followed by Cornell then Ocean View. The next infusion of technology should be focused on Ocean View, then Cornell regardless of the funding source. I believe that equity across all three schools is an ongoing effort and should be incorporated into each technology purchase.

Sincerely,

Brian

R. P. Gallagher Associates, Inc.
Structural and Earthquake Engineering

519 Seventeenth Street
Suite 220
Oakland, CA 94612
(510) 893-2400
FAX (510) 893-2452

March 5, 2012

Ms. Marla Stephenson
Superintendent
Albany Unified School District
1051 Monroe Street
Albany, CA 94706

Subject: Proposal to Provide a Seismic Evaluation of Marin and Ocean View Schools

Dear Marla:

We are pleased to submit this proposal to do a detailed seismic evaluation of the Category 2 buildings at Marin and Ocean View Schools. The proposed work involves evaluating the buildings for life safety risk in a major earthquake.

For this work, we will be assisted by Murakami/Nelson architects as a subcontractor to our firm.

Based on our initial seismic survey of Albany USD schools, ten buildings have been found to be Category 2 (those needing further study). Seven buildings are at Marin (Buildings A through G) and three at Ocean View (Classrooms, Library and Multi-purpose). The buildings have reinforced masonry construction with wood roofs and were built before July 1, 1978. Under AB300 procedures they have Category 2 construction. It is proposed to evaluate these buildings using ASCE Standard 31-03 "Seismic Evaluation of Existing Buildings." This is the nationally-recognized standard used to evaluate the life safety risk of existing buildings.

Scope of Work

- (1) We will review the drawings for each building, visit each site and examine the construction of each building.
- (2) An ASCE 31 seismic evaluation of each building will be performed for the life-safety performance level. A Tier 2 detailed evaluation of the seismic force-resisting system of each building will be performed. Seismic forces will be determined, and members and connections of the seismic force-resisting system checked against Tier 2 criteria. Deficient elements will be identified and their significance assessed.

Ms. Marla Stephenson

March 5, 2012

Page 2

- (3) Work will be summarized in a written report indicating our findings and recommendations. If deficiencies are found, the significance of these will be discussed. We will also discuss, conceptually, possible fixes for any deficiencies. A draft report will be submitted for your review. Upon receipt of comments, we will issue the final report.
- (4) We will attend a meeting with the District to explain our work and findings. We will also make a presentation to the School Board.

Cost and Schedule

We estimate the cost of the above work to be \$62,800 and propose to do the above work for this amount on a firm, fixed price basis. The estimated cost for each school is indicated below. An amount of \$1,200 has been budgeted for Murakami/Nelson participation.

<u>Task</u>	<u>Cost</u>
Marin School	\$23,600
Ocean View School	<u>39,200</u>
Total	\$62,800

We estimate the work will require about 3 months to complete.

We can begin work shortly after receipt of authorization to proceed. We look forward to your acceptance of this proposal.

Very truly yours,



Ronald Gallagher, SE
President

cc: John Nelson



March 1, 2012

CONTRACT
FOR

FINANCIAL ADVISORY SERVICES

BETWEEN

Albany Unified School District
Albany, California

AND

KNN Public Finance
A Division of Zions First National Bank

We are advised that the Albany Unified School District (the "District") wishes to employ the services of KNN Public Finance, a Division of Zions First National Bank ("KNN"), as Financial Advisor (the "Advisor") to assist the District in structuring and issuing a refunding of certain of the District's outstanding general obligation bonds. Accordingly, KNN proposes to perform the following services:

BASIC SERVICES:

A. Identification of Refunding Opportunities.

1. *Identify Refunding Opportunities.* Evaluate the District's currently outstanding debt in light of current interest rates and relevant tax rate consideration to identify opportunities to generate savings by issuing refunding bonds.
2. *Develop Refunding Plan.* Such a plan will include a recommendation of what bonds will be considered for refunding and at what savings threshold; a financial analysis indicating what savings are available under current market conditions, how such savings will be realized under the recommended financing structure; and a proposed financing schedule.
3. *Present Refunding Plan.* Present the refunding plan to the District administration, and, if necessary, to other groups at the request of the District. Such other groups might include the District Governing Board among others.

B. Issuance of Securities.

1. *Coordination and Communication.* Attend all meetings and present materials for the debt financing procedure.
2. *Manage Financing Process.* Manage the financing process, including the efforts of bond counsel and other interested parties, on behalf of the District. In connection with each series of bonds sold, prepare a schedule of activities and monitor the schedule to ensure the financing is completed in a timely manner.

Albany Unified School District

March 1, 2012

Page 2 of 4

3. *Authorizing Documentation.* Provide bond counsel with all information necessary for their preparation of all appropriate authorizing documentation (including a resolution prepared for District Board approval), and review and comment on such authorizing documentation prior to their approval.
4. *Financial Documentation.* Assist the District in preparation of the official statement for the transaction, and manage its posting and/or distribution to underwriters, or recommend an alternative arrangement for provision of such services if it is in the best interest of the District. If an alternative arrangement is selected, KNN will review the document prior to its posting. In either case, such document preparation will be at an additional cost to the District.
5. *Rating and Insurance Process.* Determine appropriate strategy for the rating and insurance process and perform all tasks necessary to implement such strategy. For an issue that requires a presentation to the rating agencies, prepare a presentation booklet and prepare the appropriate District representatives to make such presentation.
6. *Recommend a Method of Sale and Provide the Following Services:*
 - a. Advise as to securities market conditions, the timing of the sale, and the method of sale;
 - b. Should the District elect to offer its securities through public sale, KNN shall arrange for the distribution of the official notice of sale and bid form, along with the preliminary official statement, to prospective underwriters, respond to their questions regarding the financing, actively solicit their bids, coordinate the publication of notices of sale, coordinate the bid opening process, and calculate the true interest cost of each bid received to determine the best bidder;
 - c. Should the District elect to offer its securities through negotiated sale, KNN shall assist the District in the selection of an underwriter, negotiate underwriting spread and interest rates on behalf of the District, and monitor the underwriter's sale effort.
7. *Investment of Bond Proceeds.* Determine appropriate strategy for the investment of the escrow fund and perform all tasks necessary to implement such strategy. To the extent the escrow fund is to be invested in SLGS, assist in the acquisition of SLGS in such a way that ensures the highest return to the District. To the extent that investment in open market securities will produce a higher return, advise the District of such fact and recommend a qualified bidding agent. An additional fee will attach to such service.
8. *Closing Documentation.* Provide bond counsel with all appropriate information necessary for their preparation of appropriate closing documentation, and review and comment on such documentation prior to District approval.
9. *Ongoing Responsibilities.* Review with the District certain ongoing responsibilities of the District in connection with the financing, and assist in arranging for the provision of certain of ongoing services at the direct written request of the District.

Albany Unified School District
March 1, 2012
Page 3 of 4

OTHER PROVISIONS:

Duration of Contract: This contract shall be valid and binding through the issuance of the General Obligation Refunding Bonds related to the refunding of the District's Election of 1993, Election of 2004 and Election of 2008 General Obligation Bonds. The District or KNN may terminate this contract/agreement at any time by giving either KNN or the District thirty (30) days written notice of termination. All written notices shall be given to the Superintendent for the District or to the Managing Director of KNN, on appropriate letterhead. District agrees to compensate KNN for any services provided and expenses incurred up through termination date.

Insurance: KNN shall maintain in full force and effect, workers' compensation insurance, general liability and professional liability and errors and omissions insurance covering its employees at KNN expense.

District's Obligations: The District agrees to cooperate with KNN, bond counsel and other parties to the transactions, and to furnish the necessary information for the preparation and drafting of the legal documents and the official statement, and to assert its best efforts to verify the accuracy of the information contained in such documents.

Compensation: For the services provided, KNN will be compensated \$60,000, plus reimbursable expenses as described below or such other fee as is mutually agreed upon in writing. Such fee is fully contingent upon the sale and delivery of bonds and is payable from bond proceeds.

Expenses: KNN agrees to pay its own out-of-pocket expenses for travel within California and telephone charges incurred by us in performing our duties and obligations. Other costs of issuance, including but not limited to the expense of election, if any, bond counsel's fee, disclosure counsel, consultants' fees, trustee, paying agent or fiscal agent fees and charges, if any, rating agency fees and bond insurance premiums, if any, publication of required notices, if any, printing and distribution of the preliminary and final official statements and notice of sale, if any, printing and delivery of securities, travel expenses of District officials, out-of-state travel expenses of KNN, if any, outside copying costs, courier or delivery charges, conference call charges, data information (fees for data information services such as TM3 and Bloomberg will be billed at \$550), and processing services, and the costs of obtaining statistical data from outside sources, shall be paid by the District.

Reimbursement of such expenses is non-contingent; however costs of issuance will be funded from bond proceeds.

Indemnification: Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its officers, directors, employees, and affiliates (collectively, the "Indemnified Party") against any claims or actions arising out of any and all claims by third parties arising out of the performance or non-performance of the Indemnifying Party's obligations under this Contract, except to the extent attributable to the negligence or willful misconduct of the Indemnified Party; provided, however, that this indemnity shall not preclude the Indemnified Party's recovery of direct damages pursuant to the terms and subject to the limitations of this Contract.

Albany Unified School District
March 1, 2012
Page 4 of 4

The following signatures indicate acceptance of the responsibilities and services described in this contract:

KNN PUBLIC FINANCE
A Division of Zions First National Bank

By *Ron Arakydian*
Vice President

Date March 1, 2012

ACCEPTED:

ALBANY UNIFIED SCHOOL DISTRICT

By _____

Title _____

Date _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of March 20, 2012

**ITEM: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN
ALBANY UNIFIED SCHOOL DISTRICT AND THE CAL_SCHLS
REGIONAL CENTER**

PREPARED BY: Deborah Brill, Assistant Principal, AMS and Safe and Inclusive
Schools Coordinator

TYPE OF ITEM: *Consent*

BACKGROUND INFORMATION:

Dates of Service: March 21, 2011 to June 30, 2012

Description of Services:

Cal_SCHLS Regional Center will be working with AUSD to expand our Healthy Kids Survey to the California School Climate, Health and Learning Survey metric, which will be administered to students, staff, and parents, encompassing questions related to our strategic plan, school climate, student stress, and feedback to our district office. Cal_SCHLS Regional Center will work with AUSD to develop unbiased questions related to the above topics, administer the survey to students in grades 5-12, and produce reports.

Not to Exceed Cost: \$8,000.00

FINANCIAL INFORMATION:

Funding Source: General Fund

RECOMMENDATION:

**APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN ALBANY UNIFIED
SCHOOL DISTRICT AND THE CAL_SCHLS REGIONAL CENTER.**

CALIFORNIA
healthy kids
SURVEY

**Memorandum
 Of
 Understanding**

2011-2012 School Year

Agency Name: Albany Unified School District

This agreement outlines conditions to be met by the above named agency and the Cal_SCHLS Regional Center as they relate to the administration of the CHKS, CSCS, and CSPS. *The logins/passwords will not be sent until a signed copy (or fax) of this Memorandum of Understanding (MOU) is received.*

District agrees to the following conditions:

SURVEY ADMINISTRATION

- **Grades and Schools.** Survey all students in the grades selected.
- **Parent Consent.** Use parental consent procedures as appropriate for grade level.
- **Coordination.** Provide one, district-level contact person.
- **Privacy of students.** When the students are taking the online survey, steps must be taken to insure that no other person, INCLUDING the teacher and other students, can see the monitor and how the student is answering. Privacy on either side and behind the student is essential to ensure honest answers and useful data.
-

PAYMENT

- Pay the \$.30 per student in the target sample (approximately, but not limited to \$750.00).
- Pay the custom fee of \$100 per hour for consultation, creation, processing, and reporting for custom questions and/or modules (approximately, but not limited to \$5000.)
- Pay the \$500 base fee for the parent survey plus \$.30 per returned paper copy of the parent survey (approximately, but not limited to \$2000.00)
- The district cost for these services and products will not exceed the amount of \$8000.

OTHER MISCELLANEOUS CONDITIONS

- Read the *Guidebook for the California Healthy Kids Survey, Part I: Administration*, paying special attention to the section on active and passive consent procedures. In BOTH cases, specific tasks MUST be completed to insure that the rights of parents and pupils are protected.
- Provide current student enrollment figures (or target sample if you are sampling) for all schools by grade level.
- Provide survey proctors for each classroom.
- Have all monitors sign the Assurance of Confidentiality Agreement. This is provided in the Proctor Instructions.

The CHKS Regional Center agrees to the following conditions:

FOR THE BASIC FEE

- Ongoing technical assistance including phone consultation on sampling and parent consent strategies.
- Downloadable *CHKS Guidebook* for the district coordinator, and master copies of instructions.
- One login/password per school for the staff survey
- Aggregate-level report (Includes *CHKS Technical Report*).
- One login/password per school as well as paper copies of the parent survey.
- One parent survey report.

FOR ADDITIONAL FEES, UPON REQUEST

- School-level reports, if a district has surveyed enough students at their school.
- Paper and electronic (pdf) copies of reports.
- Assistance in adding custom questions to your CHKS, CSCS, and CSPS.
- Evaluation services and custom data analysis, CHKS, CSCS, and CSPS.
- Raw datasets, pending a Memorandum of Understanding specific to data release.
- Other services by request.

By signing this document the Agency and CHKS Regional Center staff signify that each party understands and will comply with the conditions stated above.

Agency Representative:

Cal-SCHLS Regional Center Technical Advisor:

Signature_____
Signature_____
Printed name_____
Printed name_____
Date_____
Date_____
Contact telephone_____
Contact email

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of March 20, 2012

ITEM: APPROVE THE EXTENDED FIELD TRIP REQUEST FOR THE ALBANY HIGH SCHOOL JAZZ BAND AND JAZZ LAB TO ATTEND THE RENO JAZZ FESTIVAL IN RENO, NEVADA

PREPARED BY: Marsha A. Brown, Director III – Student Services

TYPE OF ITEM: CONSENT

BACKGROUND INFORMATION:

Dates of Trip:
April 27 – 29, 2012

Students will depart Albany High School at 10:00 am on Friday, April 27th and return at 12:15 pm on Sunday, April 29th.

Description of Trip:
The Albany High School Jazz Band and Jazz Lab will attend and perform at the Reno Jazz Festival for the fourth time. This jazz festival is one of the largest festivals of this kind in the county. More than 300 jazz groups ranging from middle school through college level bands will perform.

Number of Students: Approximately 40

Cost not to exceed: Funded through donations: no cost to the district. No student will be excluded from participation for financial reasons.

X Standard Extended Field Trip Request

FINANCIAL INFORMATION:

Funding Source: donations

RECOMMENDATION:

Approve the extended field trip request for the Albany High School Jazz Ensemble and Jazz Lab to attend the Reno Jazz Festival in Reno, Nevada



Albany Unified School District

Refunding Opportunity

March 20, 2012

Presented by

Ruth Alahydoian, Vice President

ralahydoian@knninc.com

Janice Peters, Assistant Vice President

jpeters@knninc.com



1333 Broadway, Suite 1000, Oakland, CA 94612
phone 510-839-8200 fax 510-208-8282

A Division of Zions First National Bank

Refund versus Refinance

- Refunding a bond is the same concept as refinancing a mortgage or loan.
- Lower interest rates result in lower payments.
- The difference between current payments and new payments, net of all issuance costs, is net savings to taxpayers.
- Albany USD has refunded three times in the past 11 years:

Refunding Series	Par Amount	Series Refunded	Savings (Total \$)	Savings (PV \$)
2001	\$11,390,000	Election of 1993, Series A, B, C	\$778,622	\$547,357
2004	4,300,000	Election of 1993, Series D	310,200	220,000
2009	7,290,000	Election of 1993, Series E & F	<u>656,673</u>	<u>252,123</u>
			\$1,745,495	\$1,019,480



Existing Bonds

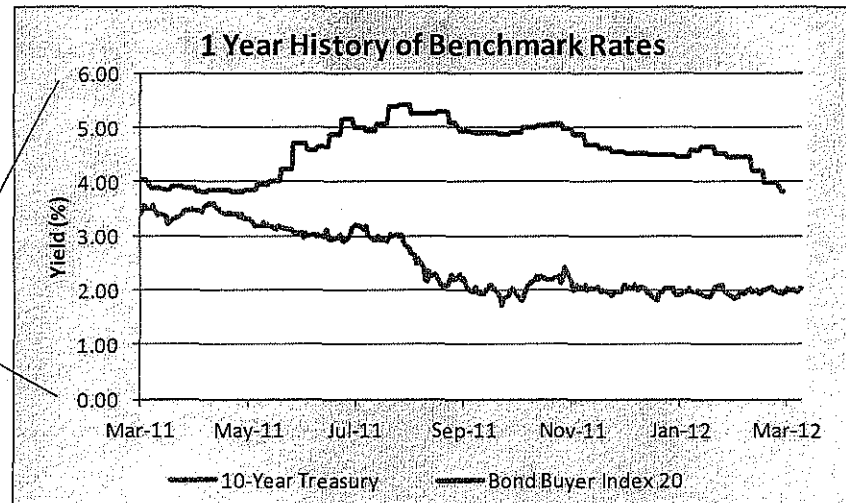
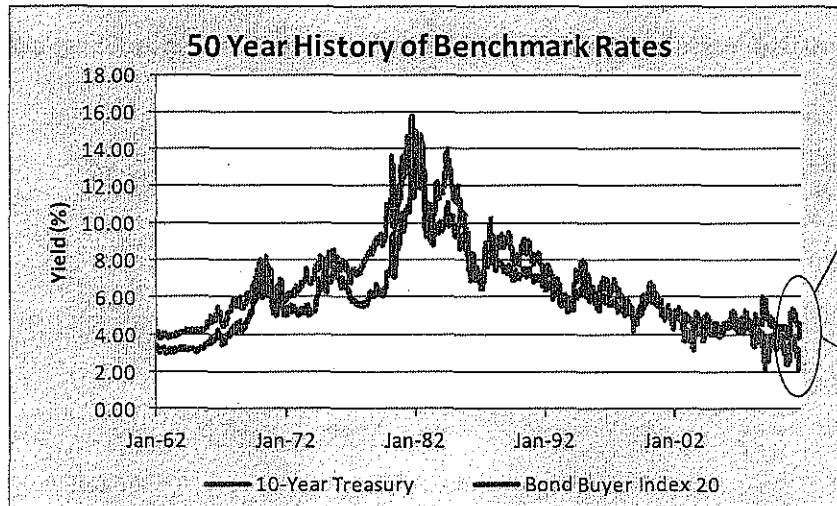
- The District currently has the following bonds outstanding:

Election	Series	Date Issued	Final Maturity	Original Issue	Amount Outstanding	Original Interest Rates	Call Date
1993/94	2001 Refunding	10/18/2001	8/1/2019	11,390,000	\$5,565,000	3.95%-4.80%	Currently Callable
1993/94	Series G	2/1/2004	8/1/2028	4,600,000	3,785,000	3.00%-4.50%	8/1/2012
1993/94	2004 Refunding	7/1/2004	8/1/2021	4,300,000	2,905,000	4.00%-5.00%	8/1/2013
2004	Series A	8/17/2005	8/1/2030	7,500,000	7,045,000	3.75%-4.50%	8/1/2013
2004	Series B	8/8/2006	8/1/2031	5,500,000	5,015,000	4.20%-5.50%	8/1/2016
2008	Series A	7/10/2009	8/1/2027	10,000,000	10,000,000	5.00%-6.50%	8/1/2019
1993/94	2009 Refunding	7/10/2009	8/1/2020	7,290,000	6,725,000	3.50%-4.50%	8/1/2019
TOTAL					\$41,040,000		



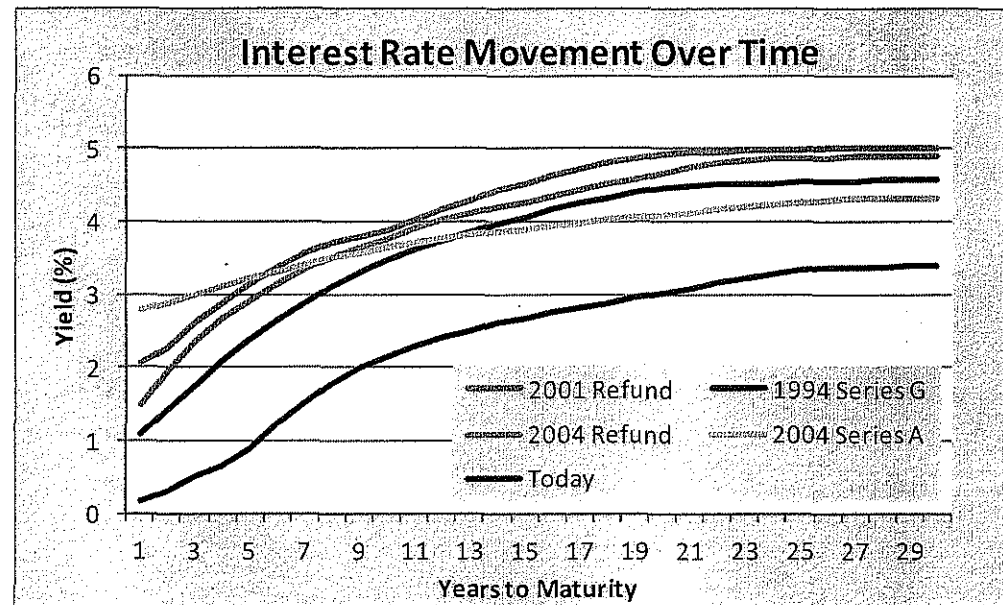
Current Interest Rates

- Two indices used to track municipal bond rates are the 10-Year U.S. Treasury and the Bond Buyer 20 Index. Both indices are near all-time lows.



Interest Rates – Now vs. Then

- Interest rates are significantly lower now than when bonds were issued.



Potential Savings

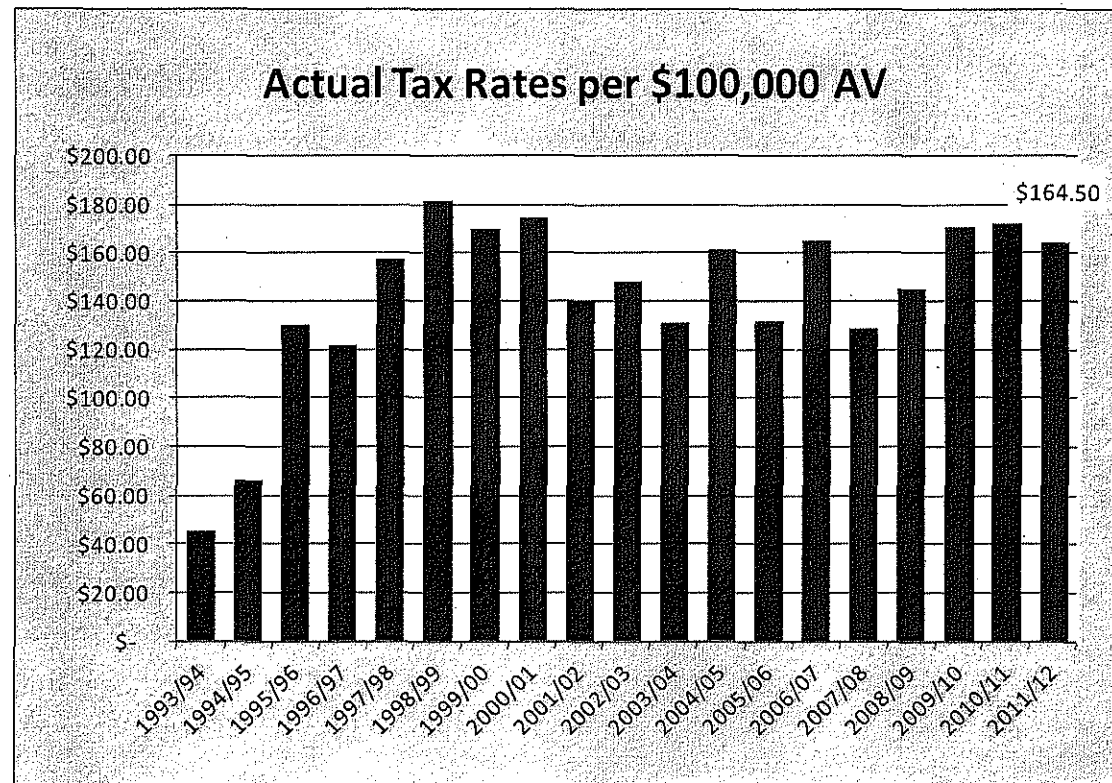
- Based on current interest rates, the District could expect \$1,605,727 in debt service savings over the repayment term, or \$1,371,726 in net present value.
- Annual savings for the taxpayer ranges from \$1.78 to \$7.49 per \$100,000 A.V.
- For the average home owner, this translates to about \$20 per year for the first five years when debt service payments are higher.
- Savings shown are NET of the cost of doing the refunding.

Date	Prior Debt Service	Refunding Debt Service	Savings	Savings per \$100,000 AV	Present Value to 05/03/2012 @ 2.2516501%
8/1/2012	\$ 1,072,436	\$ 1,002,920	\$ 69,516	\$ 3.63	\$ 69,136
8/1/2013	1,622,814	1,515,800	107,014	5.58	104,385
8/1/2014	2,163,341	2,021,050	142,291	7.42	135,570
8/1/2015	2,165,429	2,021,850	143,579	7.49	133,746
8/1/2016	2,163,459	2,020,450	143,009	7.46	130,238
8/1/2017	2,166,919	2,026,850	140,069	7.30	124,700
8/1/2018	1,956,124	1,830,650	125,474	6.54	109,202
8/1/2019	1,575,824	1,474,850	100,974	5.27	85,907
8/1/2020	1,234,544	1,156,050	78,494	4.09	65,279
8/1/2021	1,235,125	1,153,250	81,875	4.27	66,552
8/1/2022	868,483	809,250	59,233	3.09	47,043
8/1/2023	868,120	812,250	55,870	2.91	43,395
8/1/2024	866,216	808,750	57,466	3.00	43,654
8/1/2025	868,050	809,000	59,050	3.08	43,871
8/1/2026	868,050	812,750	55,300	2.88	40,179
8/1/2027	871,090	814,750	56,340	2.94	40,033
8/1/2028	872,575	815,000	57,575	3.00	40,010
8/1/2029	557,025	518,500	38,525	2.01	26,180
8/1/2030	559,075	525,000	34,075	1.78	22,644
TOTAL	\$24,554,697	\$22,948,970	\$1,605,727	\$ 83.73	\$ 1,371,726



History of Tax Rates

- Tax rates have stayed near \$160 per \$100,000 A.V. (by design).



Interest Rate Sensitivities

- Interest rate movements of 10 basis points (0.10%) will effect savings by approximately \$125,000, while movements of 25 basis points will effect savings by approximately \$315,000.

Interest Rate Change	Total Present Value Savings	PV Savings as % of Refunded Bonds
-0.50%	\$2,049,758.66	11.29%
-0.25%	\$1,697,231.38	9.35%
-0.10%	\$1,499,738.73	8.26%
0.00%	\$1,371,726.25	7.57%
0.10%	\$1,251,425.49	6.89%
0.25%	\$1,070,661.76	5.90%
0.50%	\$774,014.76	4.26%



Refunding Process and Schedule

- Issuing refunding bonds is just like issuing regular G.O. bonds.

Action/ Item	Date / Timeframe	Responsible Party
Resolution and Preliminary Official Statement (POS) prepared for review	Early March	Bond Counsel, Financial Advisor, District
Board Action	March 20	District Board
Credit Review (Rating Agency Meeting)	Week of March 19	Financial Advisor & District
POS is posted for investors & underwriters	April 2	Bond Counsel finalizes document; District signs off; Financial Advisor posts.
Competitive Sale	April 17	Financial Advisor administers; Bond Counsel & District approve results.
Review and sign final documents	May 2	Bond counsel prepares documents; Financial Advisor reviews; District signs.
Close	May 3	Winning underwriter wires funds to Escrow Bank.
Old bonds are paid off	30 days after close	Escrow Bank



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Initial Seismic Study of Albany USD Schools and Facilities

**Prepared for
Albany Unified School District
Albany, CA**

February 1, 2012

**Prepared by
R. P. Gallagher Associates, Inc.
Structural Engineers
Oakland, CA**

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1. Introduction

This report summarizes an initial seismic survey of the schools and facilities of Albany Unified School District. The survey consisted of a brief examination of each building and each site for seismic hazards.

The survey was conducted by reviewing the original construction drawings for each building to determine if it has a type of construction which requires further study. Similarly, each site was reviewed for possible geologic site hazards such as liquefaction by reviewing published reports for the area.

The schools and facilities reviewed in the study are as follows:

- (1) Ocean View Elementary School
- (2) Marin Elementary School
- (3) Cornell Elementary School
- (4) Albany Middle School
- (5) Albany High School
- (6) Albany Children's Center
- (7) MacGregor High School
- (8) District Office
- (9) Maintenance Facility.

Pictures of each school and facility reviewed are shown on Figures 1 through 9. While there is often more than one type of building of each campus, the pictures show representative structures, or an important structure discussed in the report.

Background

The California Legislature passed the AB300 legislation in 1999. This required the Division of State Architect (DSA) to perform a state-wide vulnerability inventory of California public schools that were built before July 1, 1978. Buildings with wood frame construction were excluded because of their generally good seismic performance. The results were published in a DSA report to the legislature in 2002 (Ref. 1). Individual buildings were classified according to their seismic force-resisting system and placed in one of the 24 building classifications used (see Table 1 in Appendix A). The classifications were then grouped into two broad categories: Category 1 and Category 2. Category 1 buildings are those buildings expected to perform reasonably well in an earthquake. Category 2 buildings are those requiring further evaluation.

As a result of the AB300 survey, Albany USD was notified by DSA that several of its buildings were in need of further study for possible seismic safety concerns. The purpose of our work was to review and verify the DSA classification for each Albany building on the DSA list, and to examine all District buildings to determine if there were any other Category 2 buildings.

Geologic Site Hazards

The DSA review did not consider seismic-related geologic site hazards such as soil liquefaction, surface faulting through a school site, and slope failures (e.g., landslides) that could jeopardize the safety of school buildings. Geologic site hazards can damage or even destroy otherwise sound buildings. As part of our work, we performed a review of published geohazard literature for the Albany area and also made a visit to each site to view the topography firsthand.

Report Organization

The report is organized as follows. Section 2 summarizes the survey of the school sites for geologic site hazards. Section 3 summarizes our review of the structures at each school site and the District Office and Maintenance Facility. Section 4 summarized our findings and recommendations. Excerpts from the DSA AB300 report to the Legislature are given in Appendix A. These provide: (1) a list of the building seismic vulnerability categories; and (2) the building classification system used.

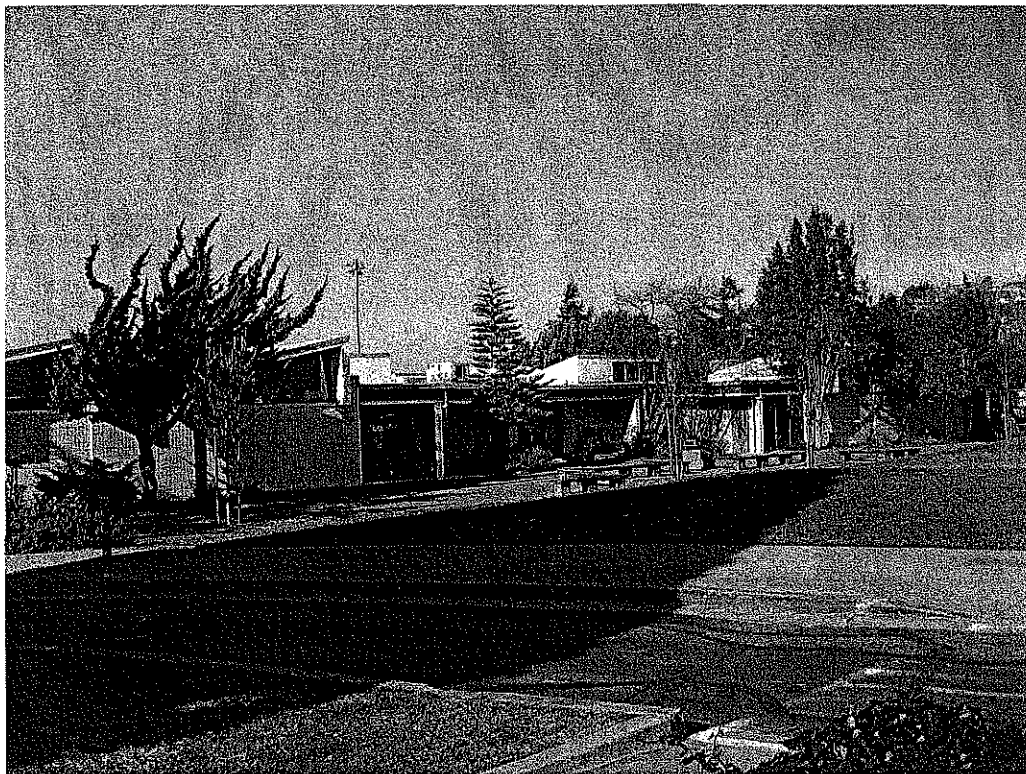


Figure 1 – Front of Ocean View Elementary School.

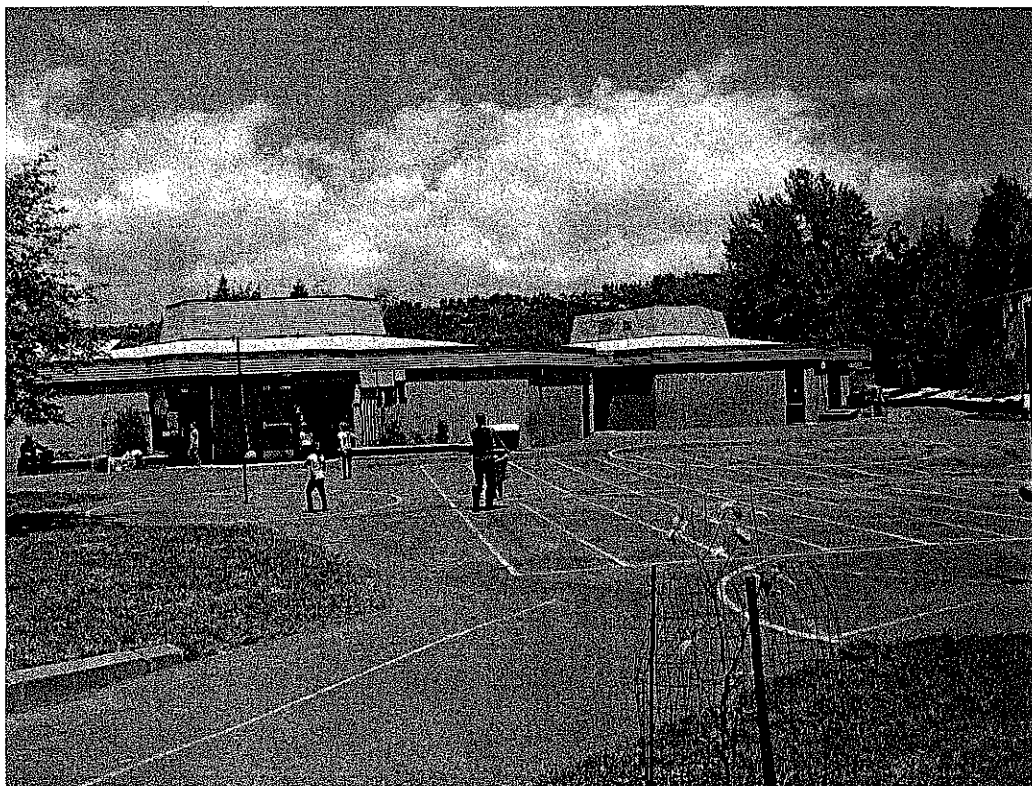


Figure 2 – Two buildings at Marin Elementary School.



Figure 3 – West side of Cornell Elementary School.

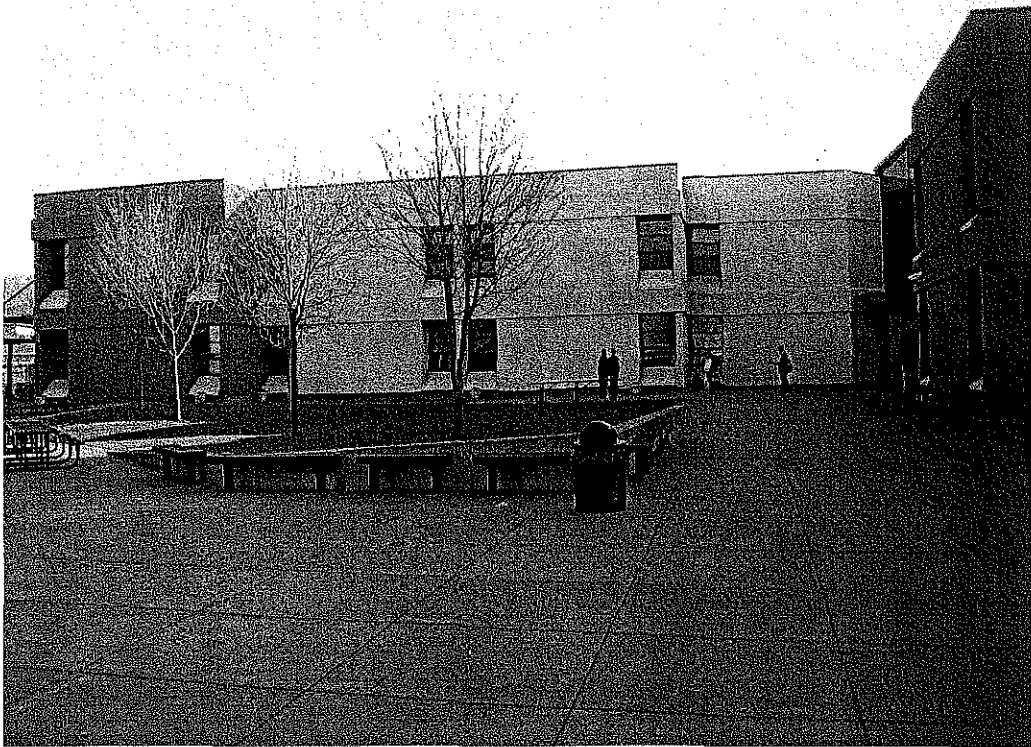


Figure 4 – Buildings at Albany Middle School.

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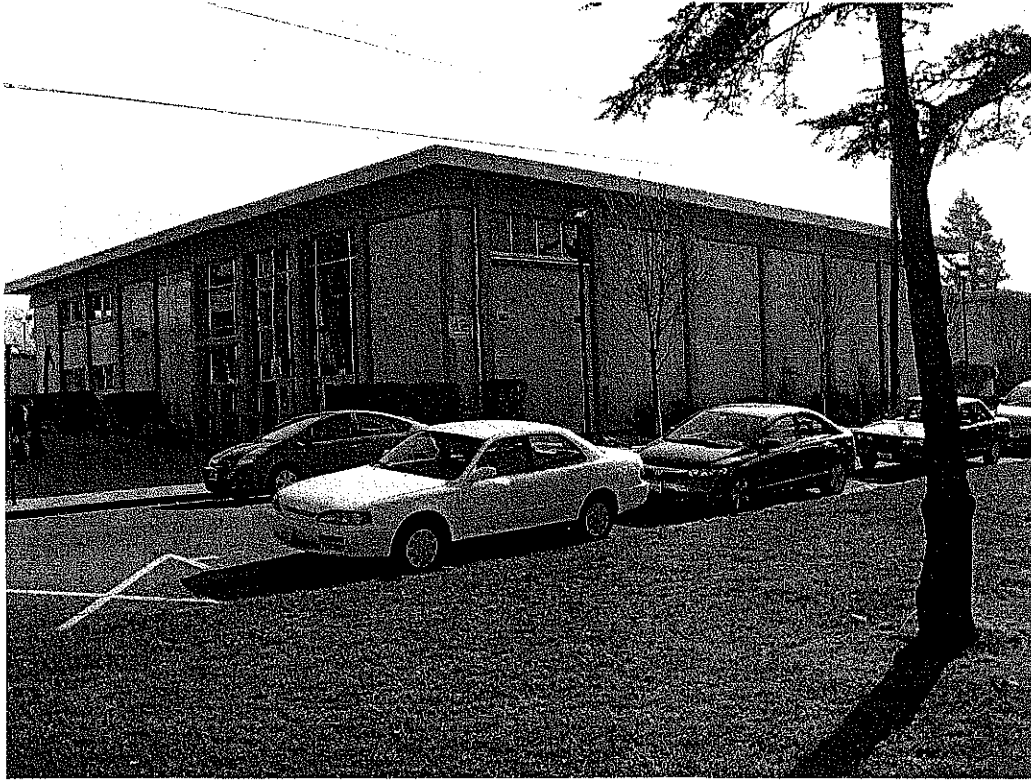


Figure 5 - Little Theater building at Albany High School.

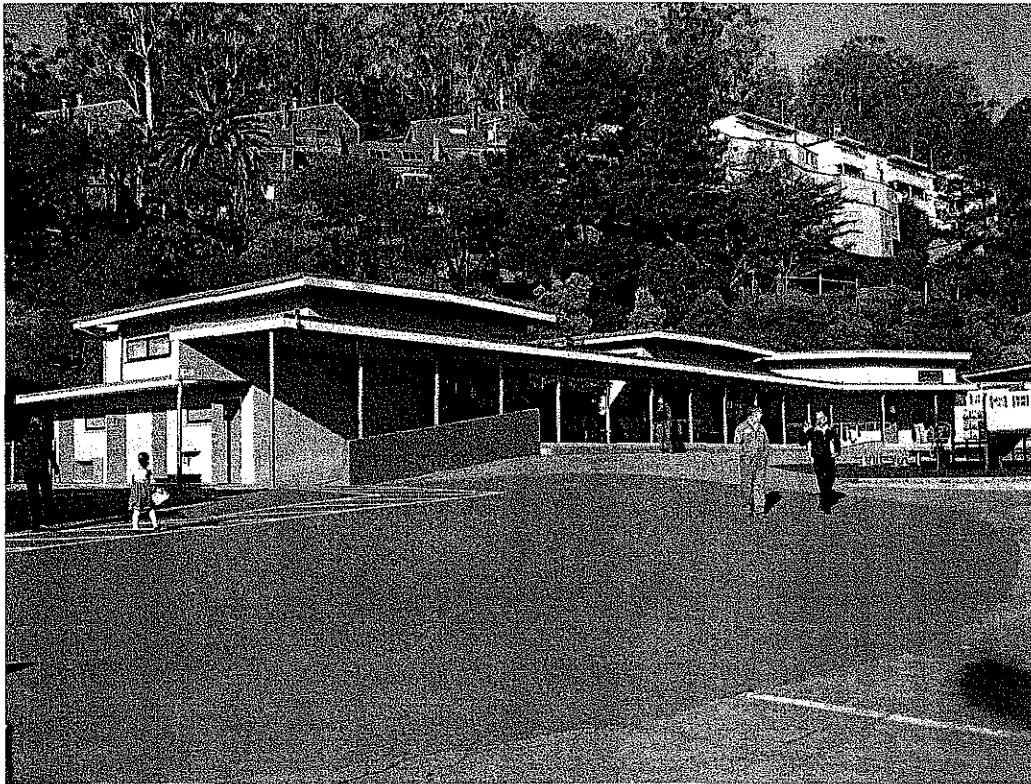


Figure 6 – Three classrooms at the Albany Children's Center.



Figure 7 – MacGregor High School.

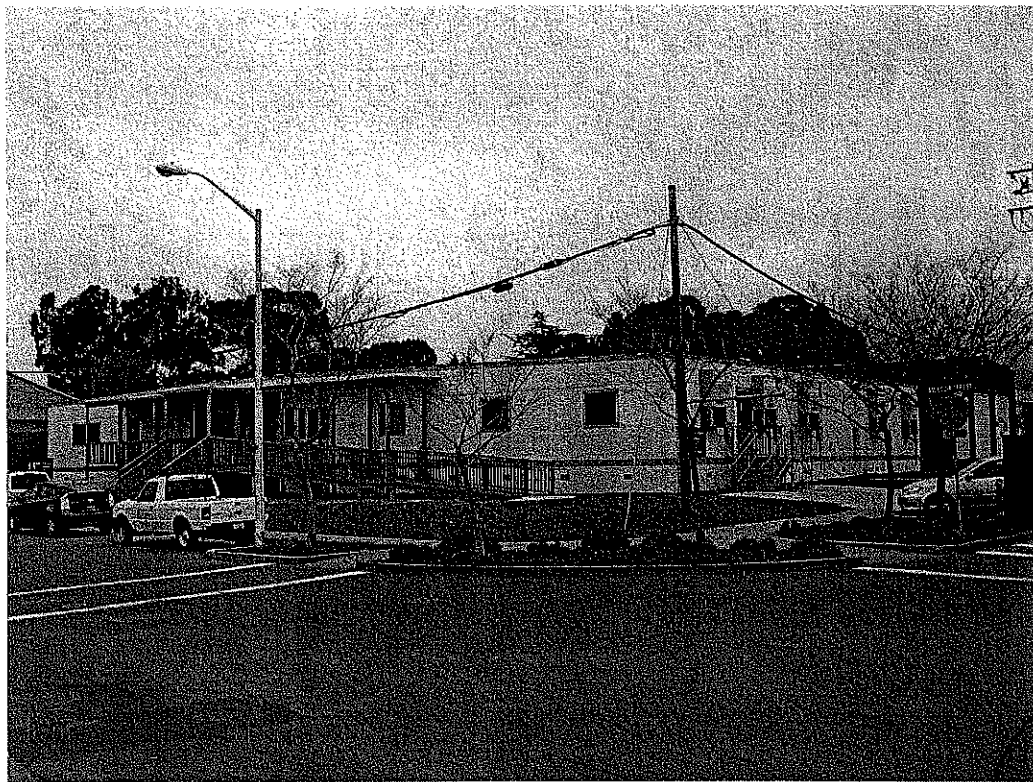


Figure 8 – District Office.

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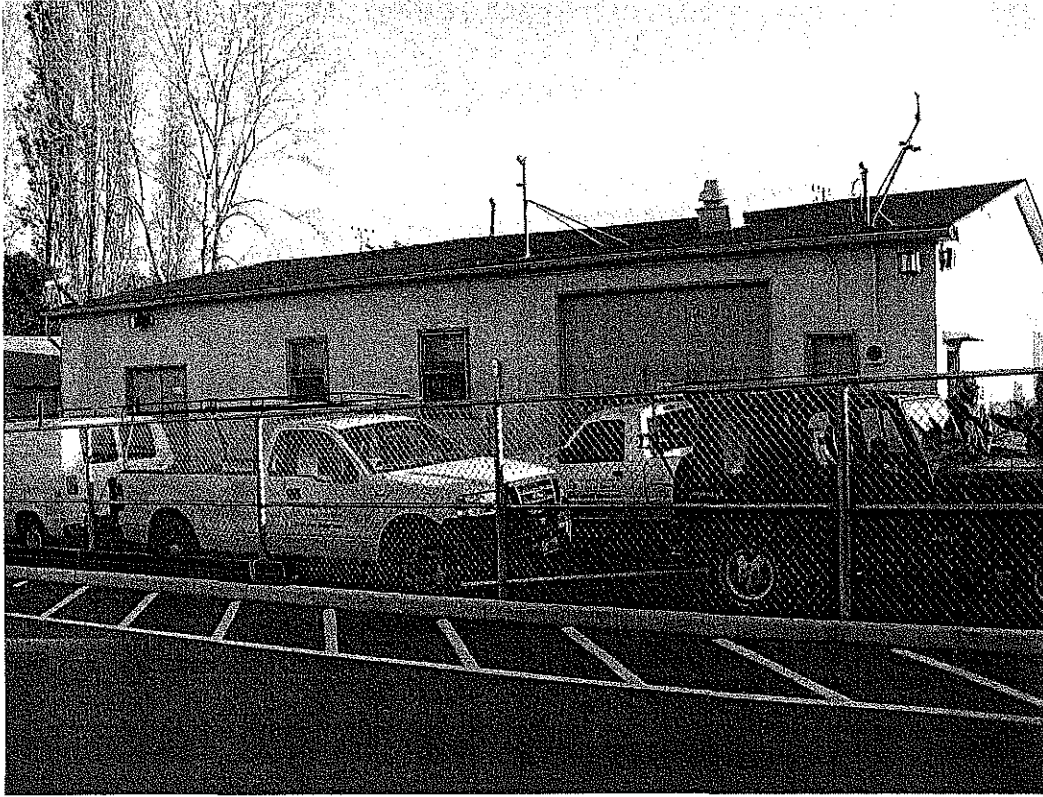


Figure 9 – Maintenance Facility building.

2. Survey of School Sites for Geologic Hazards

Scope of the Investigation

The sites of the various Albany USD schools and facilities were reviewed for seismic-related geologic site hazards such as liquefaction. This was done by using the Tier 1 procedures of ASCE 31 Seismic Evaluation of Existing Buildings (Ref. 2). The principal seismic-related geologic site hazards considered are: liquefaction; surface faulting through a site; and landslide/slope failure. These are potentially harmful to buildings because they can damage otherwise earthquake-resistant structures.

Each site was briefly "surveyed" by reviewing public domain information such as the ABAG Liquefaction Susceptibility maps (Ref. 3) and California Geologic survey fault maps (Ref. 4). We also made a brief visit to each site. The foundation and geotechnical reports used for the original construction could not be found and were therefore not available for us to review. Fortunately, California has required public school construction to be reviewed for geologic site hazards since the 1990's, therefore the sites of Albany schools built after this period can be considered free of significant geologic site hazards. (Review for faulting started in the 1970's after the 1971 San Fernando Earthquake.) This information was used to rule out site hazards at sites with relatively new buildings.

Portions of the City of Albany east of Highway 180 have been identified as having possible Low to Moderate susceptibility to liquefaction (Ref. 3). Liquefaction can cause permanent ground movements, both settlements and lateral movements of blocks of soil (i.e., lateral spreading). These can be quite damaging to structures. Figures 10 and 11 illustrate moderate liquefaction damage to houses that were otherwise undamaged by ground shaking after a magnitude 6.3 earthquake. Buildings damaged by liquefaction are often not repairable.

Findings for Each Site

Results of our review of each site are summarized below. There are no active faults at any of the sites. The closest earthquake fault, and the major seismic threat to the Albany schools and facilities, is the Hayward fault located about one mile east of Albany High School and Marin Elementary School.

1. Ocean View Elementary School: The school is located on 1000 Jackson Street and Buchanan Street on a flat site. No geotechnical reports were available for review. The ABAG Earthquake Liquefaction Susceptibility map indicates the risk at the site as Moderate.
2. Marin Elementary School: The school is located at 1001 Santa Fe Avenue on a mostly flat site. The ABAG map indicates the risk at the site as Very Low.
3. Cornell Elementary School: Located at 920 Talbot Avenue and Solano Avenue, Cornell school is on a flat site. The ABAG map indicates the liquefaction risk as Low.
4. Albany Middle School: Albany Middle School is located at 1259 Brighton Avenue on a flat, slightly sloping site. The ABAG map indicates Low liquefaction susceptibility. However, because the school was built in the late 1990s, the site was found acceptable for new school buildings by the California Geological Survey. Therefore, no significant liquefaction hazard would be present.

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5. Albany High School: Located at 603 Key Route Boulevard, the high school is situated on a flat site. Because a new school was recently built on the site, there is no significant liquefaction risk.
6. Albany Children's Center: The Children's Center is located at 720 Jackson Street on the lower slopes of Albany Hill. The site is sloped. Not unexpectedly because the Center is located at the base of a hill, the ABAG map indicates the liquefaction risk as Very Low. We examined the site, and there are some relatively steep slopes behind the Center. While we saw no evidence of any past slope movement, it is not known if the site would experience any slope failure or landsliding during a large earthquake on the Hayward fault.
7. MacGregor High School: Located at 601 San Gabriel Avenue, the site is across the street from Albany Middle School. The ABAG map indicates the liquefaction risk as Low.
8. District Office: Located at 1051 Monroe Street, the District Office is in modular buildings on a flat site. The ABAG map indicates the liquefaction risk as Moderate.
9. Maintenance Facility: This is adjacent the Albany Middle School. The site is flat, and because of the facility's proximity to a new DSA-certified school, no significant geologic site hazards are believed to exist.

Discussion of Findings

The Albany sites appear to be generally free of significant site hazards with a few exceptions. The Ocean View and District office sites have been assigned a Moderate rating for liquefaction, and these sites should be reviewed by a geologist or geotechnical engineer. Also, the Albany Children's Center site has a relatively steep slope at the back of the school, and this should be examined by a geologist or geotechnical engineer.



Figure 10 – Example of liquefaction damage to a house after the magnitude 6.3 February 22, 2011 Christchurch, New Zealand earthquake. The house was undamaged by shaking but seriously damaged by ground movements caused by liquefaction.

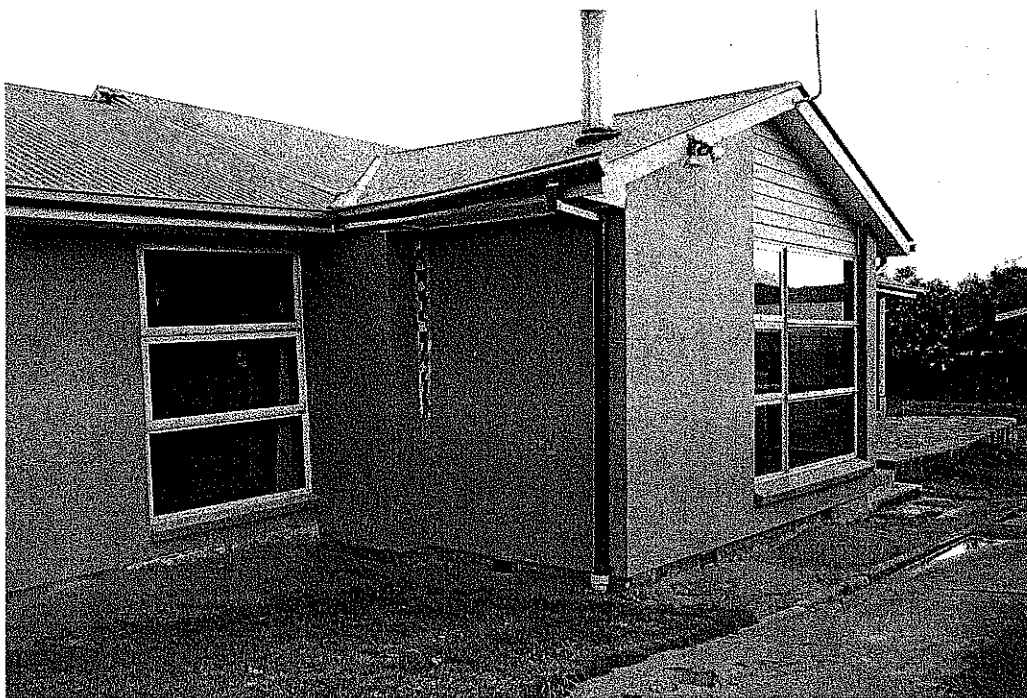


Figure 11 – A "tear" in the walls of a house caused by liquefaction-induced ground settlements. This happened when liquefaction caused the house to settle unevenly. Houses in this area will be abandoned. Repair or rebuilding was not feasible.

3. Review of Buildings

Scope of the Investigation

The scope of the building investigation was to evaluate all buildings at District schools and facilities for seismic hazards. This was an initial seismic evaluation and was done by: (1) establishing the construction type of each building; and (2) determining whether the building was a Category 1 or Category 2.

For our work, we identified the construction type of all buildings at each Albany site. Portables and modular buildings were not reviewed. (These were not considered in the AB300 inventory by DSA.) The original construction drawings for each building were reviewed, when these were available, and we also made a brief site visit to examine each building.

Drawings used in our review were obtained from the District office, and when necessary, from the DSA archives in Sacramento (Refs. 5 through 13). Where drawings of a particular building were not available from either source, we gathered information relating to its construction from the construction drawings of adjacent or abutting buildings, or from the drawings of subsequent improvements made after the construction of the original building.

Findings

Our investigation found that 10 Albany school buildings have a Category 2 construction. Table 1 summarizes our findings for each of the District's buildings. Building construction type and AB300 Category are indicated in the two right-hand columns.

Only two of the four Albany buildings identified in the original DSA AB300 inventory as Category 2 were confirmed. Of the remaining two, one has been demolished and one has a Category 1 construction.

Albany Category 2 Buildings

The ten Albany buildings in Table 1 designated Category 2 all have type RM1 construction (Reinforced Masonry with Flexible Roof Diaphragm). The principal seismic concern with this type of building is separation of the walls from the roof. When this happens the roof may collapse locally and/or the walls can fall over due to lack of top support.

Code writers have recognized this as a serious problem, and requirements for tying the walls and the roof together have increased since the problem first occurred in the 1971 San Fernando, CA earthquake. Following the 1994 Northridge, CA earthquake in which over 400 buildings experienced wall-roof separations, the code requirements for these connections was increased dramatically. As a consequence, older buildings, particularly those built in the 1950's, 1960's and 1970's are now considered as potential life safety risks. Actual risk must be confirmed by a more thorough evaluation.

Figures 12 and 13 illustrate wall-roof separations caused by the 1994 Northridge earthquake. What is shown are relatively "moderate" forms of wall-roof separation. In the more life-threatening forms, roofs have collapsed and walls have fallen over.

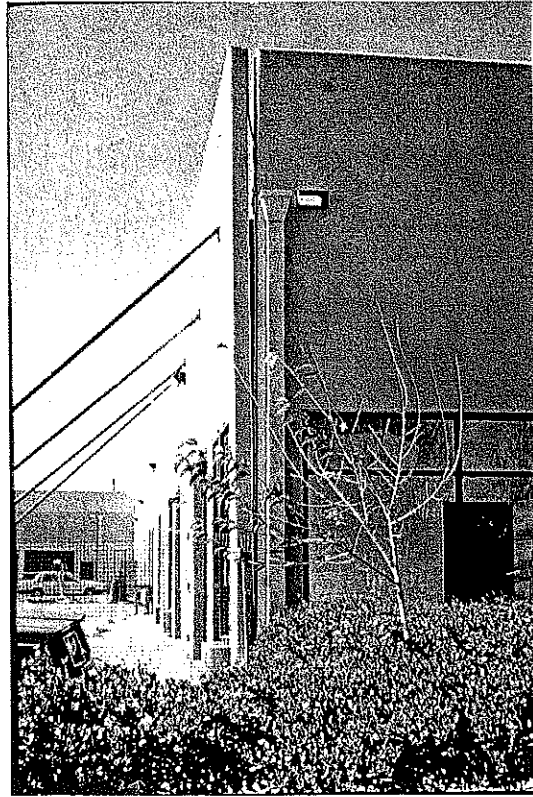


Figure 12 – An example of wall separation from the roof of a building. When this happens, the walls can fall over, the roof can collapse locally, or both can happen.



Figure 13 – The masonry wall at the right front of this building has pulled away from the roof. This can be a serious problem in buildings with concrete block or tilt-up concrete walls that have wood roofs.

Comments on DSA AB300 List

As mentioned above, four buildings were originally listed as Category 2, but only two were confirmed in our study. Another eight Albany buildings were found to be Category 2. An additional two buildings (at Cornell ES) were Category 2, but these have recently been seismically upgraded. The following is a discussion of our exceptions and additions to the original DSA AB300 list of Category 2 buildings:

- (1) Albany High School "Little Theatre". This is also called the Fine Arts Building. This was determined by visual observation to be building classification type to be C2 (Concrete Shear Walls with Rigid Diaphragm). According to Table 2 of the AB300 report (see Appendix A), building classification type C2 is a Category 1 building and not Category 2. This determination was made by field inspection by two structural engineers from our office. The original structural drawings for the building have not been found.
- (2) Marin Elementary School. The AB300 Inventory identifies a one-story structure of 4,750 sf with DSA Application No. 18 filed in 1933. Our investigation could not identify this building at the Marin Elementary site, and we believe that this building has been demolished.
- (3) Marin Elementary School. Two buildings at this site were identified as having construction type RM1 (Reinforced Masonry Walls with a Flexible Diaphragm), which is deemed Category 2. We agree with the building classification. However, based upon our review of the construction documents and a site visit, a total of seven buildings of this construction type (RM1) are on the site. Therefore, five additional buildings should be added to the list of Category 2 buildings for this site.
- (4) Ocean View Elementary School. Originally this was the Albany Middle School campus. It was constructed in 1975. No buildings at this site were cited in the AB300 inventory list. However, based upon our review of the construction documents, the Classroom Buildings, the Library Wing, and the Multi-purpose Wing all have RM1 construction (Reinforced Masonry Walls with a Flexible Diaphragm). Therefore, these should be added to the AB300 list as Category 2 buildings requiring additional seismic investigation.
- (5) Two of the original buildings at Cornell Elementary School, the North and South Wings, have a Category 2 construction type (C2A – Concrete Shear Wall with Flexible Diaphragm). However, these have undergone a recent structural/seismic improvement (see Table 2) and are no longer considered Category 2. The South Wing is indicated as being upgraded to the 1995 CBC (Ref. 10) and the North Wing to the 1998 CBC (Ref. 11).

Portables and Modular Buildings

The District has a number of portable classrooms and modular buildings used for classrooms and offices. These are summarized on Table 3. The DSA AB300 inventory did not include portable classrooms and modular buildings.

Table 1 – Albany Unified School District Buildings

School Name	Building Name	DSA App. No.	Year Built	No. of Stories	Area sf	AB300 Classif.	AB300 Category
Ocean View Elementary School	Classroom Bldgs	37636	1975	1	48,569 total	RM1	Category 2
	Library Wing	37636	1975	1		RM1	Category 2
	Multi-Purpose Wing	37636	1975	1		RM1	Category 2
Marin Elementary School (1)	Bldg A	36252	1973	1	3,455	RM1	Category 2
	Bldg B	36252	1973	1	3,215	RM1	Category 2
	Bldg C	36252	1973	1	4,265	RM1	Category 2
	Bldg D	36252	1973	1	3,215	RM1	Category 2
	Bldg E	36252	1973	1	3,215	RM1	Category 2
	Bldg F	36252	1973	1	3,215	RM1	Category 2
	Bldg G	36252	1973	1	3,215	RM1	Category 2
	Bldg H	Unk.	Unk.	1	Unk.	W2	N/A
Cornell Elementary School	South Wing	6379	1948	2	13,397	C2A	(2)
	North Wing	7859	1950	1 & 2	8,688	C2A	(2)
	Admin. Wing	37558	1974	2	7,800	W2	N/A
Albany Middle School	Gymnasium	66999	1997	1	9,248	S2A	(3)
	Area "A" Classroom Bldg.	66999	1997	1	8,212	S2A	(3)
	Area "B" Classroom Bldg.	66999	1997	2	25,931	S2A	(3)
	Area "C" Classroom Bldg.	66999	1997	2	20,515	S2A	(3)
	Food Service	66999	1997	1	4,228	RM1	(3)
Albany High School	Gymnasium	01-100881	1999	1	14,800	S2A	(3)
	Locker Rooms	01-100881	1999	2	13,154	S2/S2A	(3)
	Middle Lobby	01-101194	1999	2	2,272	S2/S2A	(3)
	Classroom Bldg.	01-101234	1999	3	86,974	S2/S2A	(3)
	Fine Arts Bldg (4)	26378	Unk.	2	17,185	C2	Category 1
	Multi-purpose Bldg.	26378	Unk.	1	11,333	W2	N/A
Albany Children's Center	Admin/Classrooms	Unk.	Unk.	1	Unk.	W2	N/A
MacGregor High School	Admin/Classrooms	Unk.	Unk.	1	Unk.	W2	N/A
District Maintenance Facility	Main Bldg	N/A	Unk.	1	Unk.	W2	N/A
	Garage/Storage	N/A	Unk.	1	Unk.	W1	N/A

Notes:

- (1) Only two of the seven Category 2 buildings at Marin ES buildings were identified on the original DSA AB300 list.
- (2) Building recently seismically upgraded. It was Category 2 before the upgrade.
- (3) Constructed after July 1, 1978. AB300 doesn't apply.
- (4) Designated Category 2 on original DSA AB300 list.
- (5) Unk. = unknown, N/A = not applicable.

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Table 2 – Structural/Seismic Improvements to Category 2 Buildings

School Name	Building Name	DSA App. No.	Structural Improvements	DSA App. No. for Improvements	Date of Improvements
Cornell Elementary	South Wing	6379	Yes	68123	1997
Cornell Elementary	North Wing	7859	Yes	01-103317	2001

Table 3 – Portables and Modular Buildings

Site	No. of Portables	No. of Modular Buildings
Ocean View ES	3	2
Marin View ES	—	2
Cornell ES	2	3
Albany MS	1	—
Albany HS	—	—
Albany Children's Center	2	—
MacGregor HS	2	1
District Office	—	1
Maintenance Facility	—	—

4. Summary and Recommendations

Summary

Buildings at Albany USD schools and facilities were given an initial screening for seismic hazards. This was done by a drawing review by a structural engineer to determine each building's type of construction. Those buildings determined to have AB300 Category 2 type construction (i.e., those requiring further study) are listed in Table 4. The North and South wings at Cornell Elementary School have Category 2 construction, but these had been given a recent seismic upgrade and are not included in Table 4.

The DSA AB300 inventory identified four Albany buildings as Category 2. After review, only two were confirmed. Of the remaining two, one was demolished and one was found to be Category 1. Eight additional buildings were added to the District's list of Category 2 buildings (five at Marin School and three at Cornell School).

The various school and facility sites were also reviewed for possible geologic site hazards such as liquefaction. This was done by a literature review and site visit. Table 5 presents a summary of our findings. We believe most of the Albany sites are free of significant site hazards. However, site hazards at the Ocean View (possible liquefaction) and the Albany Children's Center (possible slope failure) sites could not be ruled out by the work of this initial survey.

Recommendations

Based on the work of our initial seismic survey, we recommend that the following be done:

- (1) The Category 2 buildings identified in Table 4 should be given an ASCE 31 seismic evaluation for the Life Safety performance level. This will determine if they present a significant risk to students and staff. Buildings with RM1 construction have reinforced masonry walls and wood roofs. A principal seismic concern in this type of building is that the roof can separate from the walls (see Figures 12 and 13). Because the age of the construction (1973–1975) predates the important wall-roof seismic requirements enacted in the building code following the 1994 Northridge, CA earthquake, the buildings should be evaluated for this concern in particular. It should be noted, however, that all of the buildings were designed by the same structural engineer, and the connection details used to connect walls to roof are excellent for the time period. They may prove adequate, but this needs to be determined.
- (2) The slope behind the Albany Children's Center should be examined by a licensed geologist or geotechnical engineer to evaluate the stability of the slope in a major earthquake.
- (3) A geologist or geotechnical engineer should evaluate the Ocean View School site for liquefaction susceptibility. It is located in the area of possible Moderate liquefaction according the ABAG map (Ref. 3).
- (4) The geotechnical report for the new District offices should be obtained to determine if the site has a liquefaction susceptibility. It is located in an area of possible Moderate liquefaction.

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- (5) While we believe the Little Theater at the High School has type C2 construction and is therefore Category 1, the structural drawings for this building should be obtained and reviewed to confirm this.

Table 4 – Category 2 Albany Buildings

Site	No. Bldgs.	Buildings	AB300 Type Construction
Ocean View ES	3	Classrooms, Library and Multi-Purpose Buildings	RM1 – Reinforced Masonry with Flexible Roof Diaphragm
Marin ES	7	Buildings A thru G	RM1 – Reinforced Masonry with Flexible Roof Diaphragm

Table 5 – Geologic Site Hazard Status

Site	Liquefaction Susceptibility	Faulting Thru Site	Slope Failure Risk
Ocean View ES	Moderate	None	None
Marin ES	Very Low	None	None
Cornell ES	Low	None	None
Albany MS	None	None	None
Albany HS	None	None	None
Albany Children's Center	Very Low	None	Possible
MacGregor HS	Low	None	None
District Office	Moderate	None	None
Maintenance Facility	None	None	None

5. References

1. "Seismic Safety Inventory of California Public Schools," A Report to the Governor of California and the California State Legislature, prepared by the Department of General Services, November 15, 2002.
2. ASCE/SEI Standard 31-03, "Seismic Evaluation of Existing Buildings," Structural Engineer Institute, American Society of Civil Engineers, 2003.
3. Association of Bay Area Governments, Liquefaction Susceptibility Map, available at: <http://gis.abag.gov/website/liquefactionsusceptibility/>
4. California Geologic Survey, State of California Special Studies Zones Map, Richmond Quadrangle, Revised Official Map, January 1, 1982.
5. Architectural and structural drawings (Sheets A1 to A26, S1 to S21, and ST1 to ST3) for Albany Middle School (now Ocean View Elementary School), Corlett and Spackman Architects, San Francisco, and Shapiro, Okino and Hom and Associates, Structural Engineers, San Francisco, 1975, DSA Application No. 37636.
6. Architectural and structural drawings for Marin Elementary School, Corlett and Spackman Architects, San Francisco, and Shapiro, Okino and Hom and Associates, Structural Engineers, San Francisco, 1973, DSA Application No. 36252.
7. Architectural and structural drawings (Sheets 1 to 26) for Addition to Cornell Elementary School (South Wing), Young and Lloyd Architects, Albany, 1948, DSA Application No. 6379.
8. Architectural and structural drawings (Sheets 1 to 22) for Addition No. 2 Cornell Elementary School (North Wing), Young and Lloyd Architects, Albany, 1950, DSA Application No. 7859.
9. Architectural and structural drawings (Sheets A1 to A8 and S1 to S7) for Cornell Elementary School Administration Wing, Corlett and Spackman Architects, and Shapiro, Okino and Hom Associates, Structural Engineers, San Francisco, 1974, DSA Application No. 37558.
10. Architectural and structural drawings (Increment 1 sheets A1 to A2 and S1 to S2, and Increment 2 sheets A1 to A2 and S1) for Cornell Elementary School Structural Upgrade (South Wing), Deems, Lewis, McKinley Architecture, San Francisco, 1997, DSA Application No. 68123.
11. Architectural and structural drawings (Sheets A1.1 to A5.5 and S1 to S2) for Seismic Upgrade and Modernization of Cornell Elementary School North Wing, Deems, Lewis, McKinley Architecture, San Francisco, 2001, DSA Application No. 01-103317.
12. Architectural and structural drawings for Albany High School, Deems, Lewis, McKinley Architecture, San Francisco: Portion 1, 1999, DSA Application No. 100879; Portion 2, 1999, DSA Application No. 01-100881; Portion 3, 1999, DSA Application No. 101234; and Modernization, 1999, DSA Application No. 01-101194.

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13. Structural drawings (Sheets S1 to S17) for Albany Middle School, Deems, Lewis,
McKinley Architecture, San Francisco, 1998, DSA Application No. 66999.

Appendix A

Excerpts from the 2002 DSA AB300 Report

Table 1. Building Classification System for Seismic-Safety Inventory of California Public Schools

Alpha-Numeric Reference Code	Brief Description
C1	Concrete moment frames
C1B	Reinforced concrete cantilever columns with wood roofs
C2	Concrete shear wall with rigid floor and roof diaphragms
C2A	Concrete shear wall with flexible floor and roof diaphragms
C3	Concrete frame with infill masonry shear walls and concrete floor and roof diaphragms
C3A	Concrete frame with infill masonry shear walls and flexible floor and roof diaphragms
M	Mixed construction containing a combination of two or more of the other structure types defined in this table
PC1	Precast tilt-up concrete shear wall with concrete floor and roof diaphragms
PC1A	Precast tilt-up concrete shear wall with flexible floor and roof diaphragms
PC2	Precast concrete frame with concrete shear walls and rigid floor and roof diaphragms
PC2A	Precast concrete frame without concrete shear walls and with rigid floor and roof diaphragms
RM1	Reinforced masonry bearing wall with flexible floor and roof diaphragms
RM2	Reinforced masonry bearing wall with stiff floor and roof diaphragms
S1	Steel moment frame with rigid floor and roof diaphragms
S1A	Steel moment frame with flexible floor and roof diaphragms
S1B	Steel cantilever columns with wood roofs
S2	Steel braced frame with rigid floor and roof diaphragms
S2A	Steel braced frame with flexible floor and roof diaphragms
S3	Steel light frame with metal siding and/or rod bracing
S4	Steel frames with concrete shear walls
S5	Steel frames with infill masonry shear walls and concrete floor and roof diaphragms
S5A	Steel frame with infill masonry shear walls and wood floor and roof diaphragms
URM	Unreinforced masonry bearing wall with flexible floor and roof diaphragms
URMA	Unreinforced masonry bearing wall with rigid floor and roof diaphragms

Chapter 3. INVENTORY RESULTS

3.1 Building Seismic Vulnerability Categories

As the initial step in analyzing and interpreting the results from the seismic-safety inventory of California public schools, the Project Advisory Panel reviewed the list of building types included in the inventory (Table 1) and divided them into two seismic vulnerability categories:

- Category 1: those building types that are likely to perform well², based on their performance in prior earthquakes, and are expected to achieve life-safety performance in future earthquakes; and
- Category 2: those building types that are not expected to perform as well as Category 1 building types in future earthquakes and that require detailed seismic evaluation to determine if they can be expected to achieve life-safety performance when subjected to earthquake ground motions equivalent to those specified for new design in the 1997 UBC.

If, after detailed seismic evaluation, it is determined that a Category 2 building will not achieve life-safety performance when subjected to the specified ground motions, several risk reduction options are available, including (1) seismically rehabilitating the building to meet DSA's life-safety requirements, (2) a change in use, or (3) demolition.

Table 2 contains a listing of the building types in each seismic vulnerability category.

Table 2. Building Types by Seismic Vulnerability Category*
(Seismic-Safety Inventory of California Public Schools**)

Category 1: Building Types Expected to Perform Well in Future Earthquakes	Category 2: Building Types Requiring Detailed Seismic Evaluation
C2, C3 S1, S1A, S2, S2A, S4, S5, S5A RM2	C1, C1B, C2A, C3A, M S1B, S3 PC1, PC1A, PC2, PC2A RM1, URM, URMA

*Excludes consideration of the seismic performance of nonstructural components.

**Non-wood-frame schools designed before July 1, 1978.

3.2 Summary and Interpretation of Inventory Data

Because the seismic-safety inventory data are archived in a relational database, it is possible to summarize the data in a wide variety of ways. Table 3 provides a summary of the number of school buildings by building type, vulnerability category, and square footage. Based on this table, 78 percent of the buildings, and 71 percent of the square footage, are building types in

² Performance in future earthquakes is estimated, not guaranteed, and not to be construed to be a warrant.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

P103

Regular Meeting of March 20, 2012

**ITEM: APPROVE RESOLUTION NO. 2011-12-13
AUTHORIZING THE ISSUANCE AND SALE OF ITS
2012 GENERAL OBLIGATION REFUNDING BONDS**

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

Pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

The District intends to issue general obligation refunding bonds pursuant to this resolution and in conformity with the Act to refund the following:

1. The 2001 General Obligation Refunding Bonds (the "2001 Bonds");
2. A portion of the General Obligation Bonds, Election of 1993, Series G (the "Refunded 1993G Bonds");
3. A portion of the 2004 General Obligation Refunding Bonds (the "Refunded 2004 Bonds"); and
4. A portion of the General Obligation Bonds, Election of 2004, Series A (the "Refunded 2004A) Bonds".

FINANCIAL INFORMATION:

To follow.

RECOMMENDATION:

Approve Resolution No. 2011-12-13 Authorizing the Issuance and Sale of its 2012 General Obligation Refunding Bonds

**BOARD OF EDUCATION
ALBANY UNIFIED SCHOOL DISTRICT
COUNTY OF ALAMEDA, STATE OF CALIFORNIA**

RESOLUTION NO. 13

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ITS
2012 GENERAL OBLIGATION REFUNDING BONDS**

Adopted March 20, 2012

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**BOARD OF EDUCATION
ALBANY UNIFIED SCHOOL DISTRICT
COUNTY OF ALAMEDA, STATE OF CALIFORNIA**

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ITS
2012 GENERAL OBLIGATION REFUNDING BONDS**

RESOLVED, by the Board of Education (the "Board") of the Albany Unified School District (the "District"), as follows:

WHEREAS, the Board, on August 18, 2001, issued its "Albany Unified School District 2001 General Obligation Refunding Bonds" (the "2001 Bonds"), in the original principal amount of \$11,390,000, to provide funds for the refunding of the District's General Obligation Bonds, Election of 1993, Series A, B and C, issued for authorized school purposes, of which \$5,565,000 principal amount remains outstanding;

WHEREAS, the Board, on February 1, 2004, issued its "Albany Unified School District General Obligation Bonds, Election of 1993, Series G" (the "1993G Bonds"), in the original principal amount of \$4,600,000, issued for authorized school purposes, of which \$3,785,000 principal amount remains outstanding;

WHEREAS, the Board, on July 1, 2004, issued its "Albany Unified School District 2004 General Obligation Refunding Bonds" (the "2004 Bonds"), in the original principal amount of \$4,300,000, to provide funds for the refunding of the District's General Obligation Bonds, Election of 1993, Series D, issued for authorized school purposes, of which \$2,905,000 principal amount remains outstanding;

WHEREAS, the Board, on August 17, 2005, issued its "Albany Unified School District General Obligation Bonds, Election of 2004, Series A" (the "2004A Bonds"), in the original principal amount of \$7,500,000, issued for authorized school purposes, of which \$7,045,000 principal amount remains outstanding;

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District intends to issue general obligation refunding bonds pursuant to this resolution and in conformity with the Act to refund, on a current basis, all outstanding 2001 Bonds and all outstanding 1993G Bonds maturing on and after August 1, 2013 (the "Refunded 1993G Bonds"), and to refund, on an advance basis, all outstanding 2004 Bonds maturing on and after August 1, 2014 (the "Refunded 2004 Bonds"), and all outstanding 2004A Bonds maturing on and after August 1, 2014 (the "Refunded 2004A Bonds"); and

WHEREAS, this Board of Education now desires to authorize the issuance of such general obligation refunding bonds;

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF TRUSTEES OF THE ALBANY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

ARTICLE I

DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

"*Act*" means Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

"*Articles*," "*Sections*" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

"*Authorized Investments*" means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

"*Board of Education*" means the Board of Education of the District.

"*Bond Counsel*" means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"*Bond Register*" means the records maintained by the Paying Agent pursuant to Section 2.08 of this Resolution for registration of the ownership and transfer of ownership of the Bonds.

"*Bonds*" means the Albany Unified School District (Alameda County, California) 2012 General Obligation Refunding Bonds at any time Outstanding pursuant to this Resolution.

"*Closing Date*" means the date upon which there is an exchange of Bonds for the proceeds representing the purchase price of the Bonds by the Original Purchaser.

"*Code*" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"*Continuing Disclosure Certificate*" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"*Costs of Issuance*" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Bonds and charges and fees in connection with the foregoing.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"District Representative" means the Superintendent or the Assistant Superintendent, Business Services, or any other person authorized by resolution of the Board of Education of the District to act on behalf of the District with respect to this Resolution and the Bonds.

"Escrow Bank" means U.S. Bank National Association, as escrow bank under the 2001 Escrow Agreement, the 1993G Escrow Agreement, the 2004 Escrow Agreement and the 2004A Escrow Agreement.

"Event of Default" means an event of default as described in Section 7.01 of this Resolution.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

"Financial Advisor" means KNN Public Finance, as financial advisor to the District in connection with the issuance of the Bonds.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Bonds.

"Net Proceeds," when used with reference to the Bonds, means the face amount of the Bonds, plus accrued interest and premium, if any, less original issue discount and underwriter's discount, if any.

"1993G Escrow Agreement" means that certain Escrow Deposit and Trust Agreement, dated the Closing Date, by and between the District and the Escrow Bank, providing for the refunding of the Refunded 1993G Bonds.

"Notice of Sale" means the official notice of sale relating to the Bonds.

"Original Purchaser" means the first purchaser of the Bonds from the District.

"Outstanding," when used as of any particular time with reference to Bonds, means all Bonds except:

(a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the District pursuant to the Resolution.

"Owner" or *"Bondowner"* mean any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" means U.S. Bank National Association, as paying agent, registrar and authenticating agent for the Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

"Paying Agent/Bond Registrar/Costs of Issuance Agreement" means the agreement of that name, dated the Closing Date, by and between the District and the Paying Agent.

"Principal Office" means the principal corporate trust office of the Paying Agent in San Francisco, California.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Resolution" means this Resolution.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041 Attention: Call Notification Department; or to such other addresses and/or such other registered securities depositories holding substantial amounts of obligations of types similar to the Bonds.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

"Term Bonds" means Bonds for which mandatory redemption dates have been established pursuant to the Notice of Sale.

"2001 Escrow Agreement" means that certain Escrow Deposit and Trust Agreement, dated the Closing Date, by and between the District and the Escrow Bank, providing for the refunding of the 2001 Bonds.

"2004 Escrow Agreement" means that certain Escrow Deposit and Trust Agreement, dated the Closing Date, by and between the District and the Escrow Bank, providing for the refunding of the Refunded 2004 Bonds.

"2004A Escrow Agreement" means that certain Escrow Deposit and Trust Agreement, dated the Closing Date, by and between the District and the Escrow Bank, providing for the refunding of the Refunded 2004A Bonds.

"Written Request of the District" means an instrument in writing signed by a District Representative, or by any other officer of the District duly authorized by the District.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

ARTICLE II

THE BONDS

Section 2.01. Authorization. Bonds in the aggregate principal amount of not to exceed twenty million dollars (\$20,000,000) are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of Bonds shall be determined on the date of sale thereof in accordance with the Notice of Sale. This Resolution constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and premiums, if any, and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the "Albany Unified School District (Alameda County, California) 2012 General Obligation Refunding Bonds."

Section 2.02. Terms of Bonds.

(a) *Form; Numbering.* The Bonds shall be issued as fully registered Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Bonds maturing in the year of maturity of the Bond for which the denomination is specified. Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of Bonds.* The Bonds shall be dated as of the Closing Date.

(c) *CUSIP Identification Numbers.* "CUSIP" identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Bonds shall not constitute an Event of Default or any violation of the District's contract with such Owners and shall not impair the effectiveness of any such notice.

(d) *Maturities; Interest.* The Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on August 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Notice of Sale. The Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each February 1 and August 1 (the "Interest Payment Dates"), commencing August 1, 2012.

Each Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to July 15, 2012, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register at the close of business on the fifteenth (15th) day of the month preceding the Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the Bonds is payable in lawful money of the United States of America at the Principal Office of the Paying Agent.

Section 2.03. Redemption of Bonds.

(a) *Optional Redemption.* The Bonds maturing on or before August 1, 2022, are non-callable. The Bonds maturing on August 1, 2023, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on or after August 1, 2022 (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), from any source lawfully available therefor, by payment of a redemption price equal to the principal amount redeemed, plus accrued interest to date of redemption, without premium.

The District shall be required to give the Paying Agent written notice of its intention to redeem Bonds under this subsection (a).

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Notice of Sale, any maturity of Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the bond numbers and the maturity or maturities (in the event of redemption of all of the Bonds of such maturity or maturities in whole) of the Bonds to be redeemed, and shall require that such Bonds be then surrendered at the Office of the Paying Agent for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive sufficient funds by the scheduled optional redemption date to so redeem the Bonds to be optionally redeemed, the

Paying Agent shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of Bonds for Redemption.* Whenever provision is made for the redemption of Bonds of more than one maturity, the Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Bonds shall be deemed to be comprised of separate \$5,000 portions and such portions shall be treated as separate Bonds which may be separately redeemed.

(e) *Partial Redemption of Bonds.* In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new Bond or Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption shall have been duly provided, such Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of Bonds. The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the President of the Board of Education, the Superintendent or the Assistant Superintendent, Business Services, and the Secretary of the Board of Education who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the District although at the nominal date of such Bond any such person shall not have been such officer of the District.

Only such Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument

of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

No transfers of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office of the Paying Agent and the Paying Agent shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Bonds executed and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in connection therewith. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or

stolen shall constitute an original contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued pursuant to this Resolution.

Section 2.11. Book Entry System. Except as provided below, the owner of all of the Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Bonds in the full aggregate principal amount of the Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Participant or the payment by DTC or any Participant of any amount in respect of the principal or interest with respect to the Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Participants of the availability through DTC of Bonds. In such event, the District shall issue, transfer and exchange Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds evidencing the Bonds to any DTC Participant having Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Bonds.

ARTICLE III

ISSUE OF BONDS; APPLICATION OF BOND PROCEEDS; SECURITY FOR THE BONDS

Section 3.01. Issuance, Award and Delivery of Bonds. At any time after the execution of this Resolution the District may issue and deliver Bonds in the aggregate principal amount of not to exceed twenty million dollars (\$20,000,000).

The Superintendent or the Assistant Superintendent, Business Services, shall be, and is hereby, directed to cause the Bonds to be printed, signed and sealed, and to be delivered to the Original Purchaser on receipt of the purchase price therefor and upon performance of the conditions contained in the Notice of Sale.

The Paying Agent is hereby authorized to deliver the Bonds to the Original Purchaser, upon receipt of a Written Request of the District.

Section 3.02. Establishment of Costs of Issuance Fund. There is hereby created the "Albany Unified School District (Alameda County, California) 2012 General Obligation Refunding Bonds Costs of Issuance Fund" (the "Costs of Issuance Fund"), which shall be held and maintained by the Paying Agent as a separate fund, distinct from all other funds thereof. Amounts on deposit in the Costs of Issuance Fund shall be disbursed for the purpose of paying all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Bonds and charges and fees in connection with the foregoing ("Costs of Issuance"). Payment of the Costs of Issuance shall be made only upon the receipt by the Paying Agent, as costs of issuance custodian under the Paying Agent/Bond Registrar/Costs of Issuance Agreement, of a written request of the District. Moneys on deposit in the Costs of Issuance Fund shall be invested in money market mutual funds which are rated by Standard & Poor's Credit Ratings Services in one of its two highest rating categories, including funds for which the Paying Agent, its affiliates or subsidiaries provide investment, advisory or other management or administrative services. Interest and earnings derived from the investment of amounts on deposit in the Costs of Issuance Fund shall be retained therein until the Costs of Issuance Fund is closed. On October 1, 2012, all amounts remaining on deposit in the Costs of Issuance Fund shall be withdrawn there from by the Paying Agent and transferred to the Treasurer-Tax Collector of Alameda County, for deposit in the interest and sinking fund heretofore established and maintained by Alameda County for the District (the "Interest and Sinking Fund") and the Costs of Issuance Fund shall be closed.

Section 3.03. Application of Proceeds of Sale of Bonds. On the date of delivery of the Bonds (the "Closing Date"), the proceeds of sale of the Bonds shall be paid by the Original Purchaser to the Paying Agent. The Paying Agent shall deposit or transfer all of such amounts as follows:

(a) The Paying Agent shall deposit in the Costs of Issuance Fund the proceeds of the Bonds required to pay the Costs of Issuance (as shall be designated by the District on or prior to the Closing Date);

(b) The Paying Agent shall transfer to the Escrow Bank the proceeds of the Bonds required to provide for the refunding of the 2001 Bonds, for deposit in the escrow fund held by the Escrow Bank

under and pursuant to the 2001 Escrow Agreement (as shall be designated by the District on or prior to the Closing Date);

(c) The Paying Agent shall transfer to the Escrow Bank the proceeds of the Bonds required to provide for the refunding of the Refunded 1993G Bonds, for deposit in the escrow fund held by the Escrow Bank under and pursuant to the 1993G Escrow Agreement (as shall be designated by the District on or prior to the Closing Date);

(d) The Paying Agent shall transfer to the Escrow Bank the proceeds of the Bonds required to provide for the refunding of the Refunded 2004 Bonds, for deposit in the escrow fund held by the Escrow Bank under and pursuant to the 2004 Escrow Agreement (as shall be designated by the District on or prior to the Closing Date); and

(e) The Paying Agent shall transfer to the Escrow Bank the proceeds of the Bonds required to provide for the refunding of the Refunded 2004A Bonds, for deposit in the escrow fund held by the Escrow Bank under and pursuant to the 2004A Escrow Agreement (as shall be designated by the District on or prior to the Closing Date).

Section 3.04. Security for the Bonds. There shall be levied by Alameda County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund heretofore established and maintained by Alameda County for the District, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, shall be transferred by Alameda County to the Paying Agent, as paying agent for the Bonds, as necessary to pay the principal of and interest on the Bonds.

ARTICLE IV

SALE OF THE BONDS, APPROVAL OF PAYING AGENT AGREEMENT,
OFFICIAL STATEMENTSection 4.01. Sale of the Bonds.

(a) *Notice of Sale.* The Notice of Sale, substantially in the form attached hereto as Exhibit B and by this reference incorporated herein, is hereby approved.

(b) *Notice of Intention to Sell Bonds.* A notice of intention, substantially in the form attached hereto as Exhibit C and by this reference incorporated herein (the "Notice of Intention"), is hereby approved. The Clerk of the Board is hereby authorized and directed to cause to be published, once at least five (5) days prior to the date to receive bids, the Notice of Intention in *The Bond Buyer*, a financial publication reasonably expected to be disseminated among prospective bidders for the Bonds.

(c) *Terms and Conditions of Sale.* The terms and conditions of the offering and the sale of the Bonds shall be as specified in said Notice of Sale.

(d) *Furnishing of Official Notice of Sale.* The Clerk of the Board and the Financial Advisor are hereby authorized to cause to be furnished to prospective bidders a reasonable number of copies of the Notice of Sale.

(e) *Receipt of Bids.* The Financial Advisor is hereby authorized and directed, on behalf of the Board of Supervisors and the District, to receive the bids at the time and place specified in the Notice of Sale, to examine said bids for compliance with the Notice of Sale and to verify the bid with the lowest true interest cost as provided in the Notice of Sale. In the event two or more bids setting forth identical true interest cost are received, a District Representative may award the Bonds as he or she shall determine. The District Representative may reject any and all bids and waive any irregularity or informality in any bid. A District Representative shall award the Bonds or reject all bids not later than 24 hours after the expiration of the time prescribed for the receipt of bids unless such time of award is waived by the successful bidder. The maximum true interest cost on the Bonds shall not exceed 12% per annum and the present value savings to be realized by the District as a result of the issuance of the Bonds shall not be less than 5% for each of the 2001 Bonds, the Refunded 1993G Bonds, the Refunded 2004 Bonds and the Refunded 2004A Bonds, and shall not be less than \$500,000 in total.

(f) *Option for a Negotiated Sale.* If, at any time, it is determined by a District Representative, or the designee thereof, that the competitive sale of the Bonds is not in the best interest of the District or, if at the time of the competitive sale of the Bonds, no bids are received or it is determined by a District Representative, or the designee thereof, that all received bids are unsatisfactory, the Board hereby authorizes the sale of the Bonds to an underwriter identified by the Financial Advisor and approved by a District Representative, or the designee thereof. In such event, the Board hereby authorizes the preparation of a bond purchase agreement among such underwriter, the District and the County, with such terms and conditions as shall be approved by a District Representative, or the designee thereof. In such case, a District Representative, or the designee thereof, is hereby authorized and directed to execute a bond purchase agreement for and in the name and on behalf of the District; *provided, however*, that in connection with such negotiated sale of the Bonds, the net underwriter's discount, excluding reimbursable expenses of the Underwriter, shall not exceed 2% of the aggregate principal amount of Bonds issued, The maximum true interest cost on the Bonds shall not exceed 12% per annum and the present value savings to be realized by the District as a result of the issuance of the Bonds shall not be less than 5% for each of

the 2001 Bonds, the Refunded 1993G Bonds, the Refunded 2004 Bonds and the Refunded 2004A Bonds, and shall not be less than \$500,000 in total.

Section 4.02. Approval of Paying Agent/Bond Registrar/Costs of Issuance Agreement. The Paying Agent/Bond Registrar/Costs of Issuance Agreement, in substantially the form attached hereto as Exhibit D, together with any additions thereto or changes therein deemed necessary or advisable by the Superintendent or the Assistant Superintendent, Business Services, or any designee thereof, is hereby approved by the Board of Education. The Superintendent and the Assistant Superintendent, Business Services, or any designee thereof are hereby authorized and directed to execute the Paying Agent/Bond Registrar/Costs of Issuance Agreement for and in the name and on behalf of the District. The Board of Education hereby authorizes the delivery and performance of the Paying Agent/Bond Registrar/Costs of Issuance Agreement.

Section 4.03. Approval of Escrow Agreements.

(a) The 2001 Escrow Agreement, in the form attached hereto as Exhibit E, together with any additions thereto or changes therein deemed necessary or advisable by the Superintendent or the Assistant Superintendent, Business Services, or any designee thereof, is hereby approved by the Board of Education. The Superintendent and the Assistant Superintendent, Business Services, or any designee thereof are hereby authorized and directed to execute the 2001 Escrow Agreement for and in the name and on behalf of the District. The Board of Education hereby authorizes the delivery and performance of the 2001 Escrow Agreement.

(b) The 1993G Escrow Agreement, in the form attached hereto as Exhibit F, together with any additions thereto or changes therein deemed necessary or advisable by the Superintendent or the Assistant Superintendent, Business Services, or any designee thereof, is hereby approved by the Board of Education. The Superintendent and the Assistant Superintendent, Business Services, or any designee thereof are hereby authorized and directed to execute the 1993G Escrow Agreement for and in the name and on behalf of the District. The Board of Education hereby authorizes the delivery and performance of the 1993G Escrow Agreement.

(c) The 2004 Escrow Agreement, in the form attached hereto as Exhibit G, together with any additions thereto or changes therein deemed necessary or advisable by the Superintendent or the Assistant Superintendent, Business Services, or any designee thereof, is hereby approved by the Board of Education. The Superintendent and the Assistant Superintendent, Business Services, or any designee thereof are hereby authorized and directed to execute the 2004 Escrow Agreement for and in the name and on behalf of the District. The Board of Education hereby authorizes the delivery and performance of the 2004 Escrow Agreement.

(d) The 2004A Escrow Agreement, in the form attached hereto as Exhibit H, together with any additions thereto or changes therein deemed necessary or advisable by the Superintendent or the Assistant Superintendent, Business Services, or any designee thereof, is hereby approved by the Board of Education. The Superintendent and the Assistant Superintendent, Business Services, or any designee thereof are hereby authorized and directed to execute the 2004A Escrow Agreement for and in the name and on behalf of the District. The Board of Education hereby authorizes the delivery and performance of the 2004A Escrow Agreement.

Section 4.04. Official Statement. The Board of Education hereby approves the Preliminary Official Statement describing the financing, in substantially the form on file with the Secretary of the Board of Education, together with any changes therein or additions thereto deemed advisable by the Superintendent or the Assistant Superintendent, Business Services, or any designee thereof. The Board of

Education authorizes and directs the Superintendent or the Assistant Superintendent, Business Services, or any designee thereof, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Bonds.

The Financial Advisor, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to such persons as may be interested in purchasing the Bonds therein offered for sale.

The Superintendent or the Assistant Superintendent, Business Services, or any designee thereof, is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the Bonds, and a statement that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Bonds, and does not, as of the date of delivery of the Bonds, contain any untrue statement of a material fact with respect to the District or omit to state material facts with respect to the District required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The Superintendent or the Assistant Superintendent, Business Services, or any designee thereof, shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the Superintendent or the Assistant Superintendent, Business Services, or any designee thereof, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Bonds.

Section 4.05. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Bonds are hereby approved, and the President of the Board of Education of the District, the Superintendent or the Assistant Superintendent, Business Services, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the District, the Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

Section 5.05. Tax Covenants.

(a) *Private Activity Bond Limitation.* The District shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition.* The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement.* The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds.

(d) *No Arbitrage.* The District shall not take, or permit or suffer to be taken by the Paying Agent or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit I. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

ARTICLE VI

THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank National Association is hereby appointed Paying Agent for the Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. A District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The District further agrees to indemnify and hold the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events shall be Events Of Default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy

conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Bonds.

Section 9.02. Defeasance.

(a) *Discharge of Resolution.* Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c)) to pay or redeem Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, Bonds Outstanding.

If the District shall pay all Bonds Outstanding and shall also pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Bonds shall not have been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on Bonds.* Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c)) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Section 2.03 or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such Bonds.

(d) *Payment of Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Bonds and remaining unclaimed after the payment is due (whether at maturity or upon call for redemption as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Bond Register a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing

such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Paying Agent in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

THE FOREGOING RESOLUTION is approved and adopted by the Board of Education of the Albany Unified School District this 20th day of March, 2012.

President of the Board of Education

ATTEST:

Clerk of the Board of Education

EXHIBIT A**FORM OF BOND**

United States of America
State of California
Alameda County

ALBANY UNIFIED SCHOOL DISTRICT
2012 General Obligation Refunding Bond

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP:
%	August 1,	, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

The ALBANY UNIFIED SCHOOL DISTRICT, a unified school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless (i) this Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth day of the month preceding such interest payment date, in which event it shall bear interest from such interest payment date, or (iii) this Bond is authenticated on or prior to July 15, 2012, in which event it shall bear interest from the Issue Date stated above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond) until payment of such Principal Sum in full, at the rate per annum stated above, payable on February 1 and August 1 in each year, commencing August 1, 2012, calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable at the corporate trust office of U.S. Bank National Association (the "Paying Agent"), in San Francisco, California. Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the Bond register maintained by the Paying Agent as of the close of business on the fifteenth day of the month next preceding such interest payment date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Paying Agent at least five (5) days before the applicable Record Date.

This Bond is one of a duly authorized issue of bonds of the District designated as "Albany Unified School District (Alameda County, California) 2012 General Obligation Refunding Bonds" (the "Bonds"), in an aggregate principal amount of _____ dollars (\$ _____), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Chapter 4 (commencing with section 53550) of Article 9 of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "Act"), and pursuant to Resolution No. ____ of the District adopted March 20, 2012 (the "Resolution"), authorizing the issuance of the Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of the Secretary of the Board of Education of the District) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the

owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the District to refund (a) on a current basis, all outstanding Albany Unified School District General Obligation Bonds, Election of 1993, Series G, (b) on an advance basis, a portion of the outstanding Albany Unified School District 2004 General Obligation Refunding Bonds, (c) on a current basis, a portion of the outstanding Albany Unified School District 2001 General Obligation Refunding Bonds, and (d) on an advance basis, a portion of the outstanding Albany Unified School District General Obligation Bonds, Election of 2004, Series A.

This Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Resolution) are general obligations of the District and the District has the power and is obligated to cause the Alameda County Treasurer-Tax Collector to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District.

The Bonds maturing on or before August 1, 2022, are non-callable. The Bonds maturing on August 1, 2023, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on or after August 1, 2022 (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), from any source lawfully available therefor, at a redemption price equal to the principal amount redeemed, plus accrued interest to date of redemption, without premium.

The Bonds are issuable as fully registered Bonds, without coupons, in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at said office of the Paying Agent in San Francisco, California, but only in the manner and subject to the limitations provided in the Resolution, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

The Resolution may be amended without the consent of the Owners of the Bonds to the extent set forth in the Resolution.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Resolution.

This Bond shall not be entitled to any benefit under the Resolution or become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed manually by the Paying Agent.

Unless this certificate is presented by an authorized representative of The Depository Trust Company; a New York corporation ("DTC"), to the District or the Paying Agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the Albany Unified School District has caused this Bond to be executed in its name and on its behalf with the facsimile signatures of the President of its Board of Education and the Clerk of the Board of Education, all as of the Issue Date stated above.

ALBANY UNIFIED SCHOOL DISTRICT

By _____
President of the Board of Education

ATTEST:

Clerk of the Board of Education

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date:

U.S. BANK NATIONAL ASSOCIATION, as Paying
Agent

By _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute(s) and appoint(s)

attorney, to transfer the same on the bond register of the Paying Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: Signature(s) must be guaranteed by a qualified guarantor institution.

Notice: The signature on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM OF NOTICE OF SALE

\$ _____ *

ALBANY UNIFIED SCHOOL DISTRICT
(Alameda County, California)
2012 General Obligation Refunding Bonds

NOTICE IS HEREBY GIVEN that *electronic bids only* for the purchase of \$ _____ * aggregate principal amount of Albany Unified School District (Alameda County, California) 2012 General Obligation Refunding Bonds (the "Bonds"), will be received by the Albany Unified School District (the "District") at the time and in the form below specified:

DATE AND TIME: TUESDAY, APRIL 17, 2012, at 10:00 A.M. (Pacific Time).

SUBMISSION OF BIDS: Bids may be submitted (for receipt not later than the time set forth above) *electronically only* through the I-Deal LLC BiDCOMP/PARITY© system. See "FORM OF BID" herein.

Bidders should be aware that the par amount of the Bonds may be reduced if the refunding of certain maturities of the District's outstanding bonds do not meet its minimum savings goals but in any event may be adjusted to fit the District's refunding requirements. See "ADJUSTMENT OF PRINCIPAL AMOUNTS AND OF MATURITIES" BELOW.

ISSUE; BOOK ENTRY: \$ _____ * consisting of fully registered bonds, without coupons. The Bonds will be dated as of their date of delivery, expected to be May 3, 2012, and will be issued in minimum denominations of \$5,000. The Bonds will be issued in a book entry only system with no physical distribution of the Bonds made to the public. The Depository Trust Company, New York, New York ("DTC"), will act as depository for the Bonds which will be immobilized in its custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC, on behalf of the participants in the DTC system and the subsequent beneficial owners of the Bonds.

MATURITIES: The Bonds will mature, or be subject to mandatory sinking fund redemption, on the dates, on the dates and in the amounts, as set forth in the following table. *Each bidder is required to specify in its bid whether, for any particular year, the Bonds will mature or, alternately, be subject to mandatory sinking fund redemption in such year:*

Maturity Date	Principal Amount*	Maturity Date	Principal Amount*
8/1/2012		8/1/2022	
8/1/2013		8/1/2023	
8/1/2014		8/1/2024	
8/1/2015		8/1/2025	
8/1/2016		8/1/2026	
8/1/2017		8/1/2027	
8/1/2018		8/1/2028	
8/1/2019		8/1/2029	
8/1/2020		8/1/2030	
8/1/2021			

*Preliminary, subject to change.

ADJUSTMENT OF PRINCIPAL AMOUNTS AND OF MATURITIES: The maturity amounts set forth above for the Bonds may be adjusted either upward or downward in order to achieve approximately equal annual

savings after award of the Bonds has been made to the successful bidder. The successful bidder will be notified of the actual principal amounts and maturity schedule relating to the Bonds within 6 hours after the expiration of the time prescribed for the receipt of proposals. Any increase or decrease will be in \$5,000 increments of principal amounts. In the event of any such adjustment, no re-bidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The successful bidder will not be permitted to change the interest rates in its bid.

INTEREST: The Bonds shall bear interest, calculated on a 30/360 day basis, at a rate or rates to be fixed upon the sale thereof but not to exceed 12% per annum, payable semiannually on each February 1 and August 1, commencing August 1, 2012.

PAYMENT: Principal of the Bonds will be payable upon surrender at U.S. Bank National Association, San Francisco, California (the "Paying Agent"). Interest on the Bonds will be payable by check or draft mailed by first class mail to the owner at the address listed on the registration books maintained by the Paying Agent for such purpose.

REGISTRATION: The Bonds will be issued as fully registered bonds as to both principal and interest. The Bonds will be issued in the book-entry system of The Depository Trust Company of New York ("DTC"), and the ownership of the Bonds will be registered to the nominee of DTC.

OPTIONAL REDEMPTION: The Bonds maturing on or before August 1, 2022, are non-callable. The Bonds maturing on August 1, 2023, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on or after August 1, 2022 (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), from any source lawfully available therefor, at a redemption price equal to the principal amount redeemed, plus accrued interest to date of redemption, without premium.

SINKING FUND REDEMPTION: Any bidder may, at its option, specify that one or more maturities of the Bonds will consist of term Bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that any maturity of Bonds will be term Bonds, such term Bonds will be subject to mandatory sinking fund redemption on August 1 in each year so designated in the bid, in the respective amounts for such years as set forth above under the heading "MATURITIES," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

PURPOSE: The Bonds are to be issued by the District and are authorized pursuant to the provisions of Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code, and the provisions of a resolution of the Board of Education of the District (the "Board") to (a) refund (i) on a current basis, all outstanding Albany Unified School District General Obligation Bonds, Election of 1993, Series G, (ii) on an advance basis, a portion of the outstanding Albany Unified School District 2004 General Obligation Refunding Bonds, (iii) on a current basis, a portion of the outstanding Albany Unified School District 2001 General Obligation Refunding Bonds, and (iv) on an advance basis, a portion of the outstanding Albany Unified School District General Obligation Bonds, Election of 2004, Series A, and (b) pay all necessary legal, financial, engineering and contingent costs in connection therewith.

SECURITY: The Bonds are general obligations of the District. The County Board has the power and is obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon without limitation as to rate or amount upon all property within the District subject to taxation (except for certain classes of personal property).

RATING: Moody's Investors Service has assigned the rating of "___" to the Bonds. The cost of obtaining such rating will be borne entirely by the District and not by the successful bidder.

TERMS OF SALE

INTEREST RATE: No rate of interest may be bid which exceeds 12% per annum. Each rate bid must be a multiple of one-twentieth of one percent (1/20%) or one-eighth of one percent (1/8%). No Bond shall bear more than one interest rate, and all Bonds of the same maturity shall bear the same rate. Each Bond must bear interest at the rate specified in the bid from its date to its fixed maturity date. The rate on any maturity or group of maturities shall not be more than 4% higher than the interest rate on any other maturity or group of maturities.

FORM OF BID; MAXIMUM DISCOUNT: All bids must be for not less than all of the Bonds hereby offered for sale and for not less than the aggregate par amount thereof.

To the extent any instructions or directions set forth in BiDCOMP/PARITY© conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about BiDCOMP/PARITY©, bidders may contact KNN Public Finance (the "Financial Advisor") at (510) 208-8202 or BiDCOMP/PARITY© at (212) 404-8102.

THE DISTRICT RETAINS ABSOLUTE DISCRETION TO DETERMINE WHETHER ANY BID IS TIMELY, LEGIBLE AND COMPLETE. NONE OF THE DISTRICT, THE FINANCIAL ADVISOR, OR QUINT & THIMMIG LLP ("BOND COUNSEL") TAKES ANY RESPONSIBILITY FOR INFORMING ANY BIDDER PRIOR TO THE TIME FOR RECEIVING BIDS THAT ITS BID IS INCOMPLETE, ILLEGIBLE OR NOT RECEIVED.

EACH BIDDER SUBMITTING AN ELECTRONIC BID UNDERSTANDS AND AGREES BY DOING SO THAT IT IS SOLELY RESPONSIBLE FOR ALL ARRANGEMENTS WITH BiDCOMP/PARITY© AND THAT BiDCOMP/PARITY© IS NOT ACTING AS AN AGENT OF THE DISTRICT. INSTRUCTIONS AND FORMS FOR SUBMITTING ELECTRONIC BIDS MUST BE OBTAINED FROM BiDCOMP/PARITY© AND THE DISTRICT ASSUMES NO RESPONSIBILITY FOR ENSURING OR VERIFYING BIDDER COMPLIANCE WITH THE PROCEDURES OF BiDCOMP/PARITY©. THE DISTRICT SHALL ASSUME THAT ANY BID RECEIVED THROUGH BiDCOMP/PARITY© HAS BEEN MADE BY A DULY AUTHORIZED AGENT OF THE BIDDER.

THE DISTRICT WILL MAKE ITS BEST EFFORTS TO ACCOMMODATE ELECTRONIC BIDS; HOWEVER THE DISTRICT, THE FINANCIAL ADVISOR AND BOND COUNSEL ASSUME NO RESPONSIBILITY FOR ANY ERROR CONTAINED IN ANY BID SUBMITTED ELECTRONICALLY, OR FOR FAILURE OF ANY BID TO BE TRANSMITTED, RECEIVED OR ACCEPTED AT THE OFFICIAL TIME FOR RECEIPT OF BIDS. THE OFFICIAL TIME FOR RECEIPT OF BIDS WILL BE DETERMINED BY THE DISTRICT AND THE DISTRICT SHALL NOT BE REQUIRED TO ACCEPT THE TIME KEPT BY BiDCOMP/PARITY© AS THE OFFICIAL TIME.

BEST BID: The Bonds will be awarded to the responsible bidder or bidders offering to purchase the Bonds at the *lowest true interest cost* to the District. The true interest cost of each bid will be determined on the basis of the present value of the aggregate future semiannual payments resulting from the interest rates specified by the bidder. The present value will be calculated to the dated date of the Bonds (assumed to be May 3, 2012) and will be based on the proposed bid amount (par value less any discount or plus any premium). For the purpose of making such determination, it shall be assumed that any Bond designated as term bonds by the bidder shall be deemed to be payable on the dates and in the amounts as shown under the section entitled "MATURITIES" herein. Each bidder is requested, but not required, to state in his bid the percentage true interest cost to the District, which shall be considered as informative only and shall not be binding on either the bidder or the District. The determination of the best bid by the District's financial advisor shall be binding and conclusive on all bidders.

RIGHT OF CANCELLATION OF SALE BY DISTRICT: The District reserves the right, in its sole discretion, at any time to cancel the public sale of the Bonds. In such event, the District shall cause notice of cancellation of this invitation for bids and the public sale of the Bonds to be communicated through the *Bond Buyer Wire* as promptly as practicable. However, no failure to publish such notice or any defect or omission therein shall affect the cancellation of the public sale of the Bonds.

RIGHT TO MODIFY OR AMEND: The District reserves the right, in its sole discretion, to modify or amend this official Notice of Sale including, but not limited to, the right to adjust and change the principal amount and principal amortization schedule of the Bonds being offered, however, such modifications or amendments shall be made not later than 10:00 A.M., California time, on the business day prior to the bid opening and communicated through the *Bond Buyer Wire*.

RIGHT OF POSTPONEMENT BY DISTRICT: The District reserves the right, in its sole discretion, to postpone, from time to time, the date established for the receipt of bids. Any such postponement will be communicated through the *Bond Buyer Wire* not later than 10:00 A.M., California time, on the business day prior to any announced date for receipt of bids. If any date is postponed, any alternative sale date will be announced through the *Bond Buyer Wire* at least 24 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a bid for the purchase of the Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced by through the *Bond Buyer Wire* at the time the sale date and time are announced.

RIGHT OF REJECTION: The District reserves the right, in its sole discretion, to reject any and all bids and to waive any irregularity or informality in any bid except that no bids will be accepted later than 10:00 A.M. on the date set for receipt of bids.

PROMPT AWARD: Pursuant to authority granted by the Board, the Superintendent, or the Superintendent's designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of proposals; provided, that the award may be made after the expiration of the specified time if the bidder shall not have given to said Board notice in writing of the withdrawal of such proposal.

PLACE OF DELIVERY; CANCELLATION FOR LATE DELIVERY: It is expected that said Bonds will be delivered to DTC for the account of the successful bidder within twenty (20) days from the date of sale thereof. The successful bidder shall have the right, at his option, to cancel its obligation to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of the sale thereof, and in such event the successful bidder shall be entitled to the return of the deposit accompanying his bid.

GOOD FAITH DEPOSIT: A good faith deposit ("Deposit") in the form of a certified or cashier's check or a wire transfer, in the amount of \$100,000 payable to the order of the U.S. Bank National Association, as paying agent, must be remitted by the winning bidder within 48 hours after the acceptance of its bid. The Deposit shall be cashed by the Paying Agent on behalf of the District and shall then be applied toward the purchase price of the Bonds. If after the award of the Bonds the successful bidder or bidders fail to complete their purchase on the terms stated in their bid, the Deposit will be retained by the District. No interest on the Deposit will accrue to any bidder.

CHANGE IN TAX EXEMPT STATUS: At any time before the Bonds are tendered for delivery, the successful bidder may disaffirm and withdraw his proposal if the interest received by private holders from Bonds of the same type and character shall be declared to be taxable income under present federal income tax laws, either by a ruling of the Internal Revenue Service or by a decision of any federal court, or shall be declared taxable, or be required to be taken into account in computing federal income taxes (except alternative minimum taxes and environmental taxes payable by corporations) by any federal income tax law enacted subsequent to the date of this notice.

CLOSING PAPERS; BOND PRINTING: Each proposal will be understood to be conditioned upon the District furnishing to the purchaser, without charge, concurrently with payment for and delivery of the Bonds, the following closing papers, each dated the date of delivery:

(a) The opinion of Quint & Thimmig LLP, San Francisco, California, Bond Counsel, approving the validity of the Bonds and stating that, subject to the District's compliance with certain covenants, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations, and interest on the Bonds is exempt from personal income

taxes of the State of California. Other tax consequences to holders of the Bonds, if any, are not addressed in the opinion.

(b) A certificate of the District certifying that on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds;

(c) A certificate of the District, signed by officers and representatives of the District, certifying that the officers and representatives have signed the Bonds whether by facsimile or manual signature, and that they were respectively duly authorized to execute the same;

(d) The receipt of the District evidencing the receipt of the purchase price of the Bonds;

(e) A certificate of the District, certifying that there is no known litigation threatened or pending affecting the validity of the Bonds; and

(f) A certificate of the District, signed by an officer of the District, acting in his official capacity, to the effect that at the time of the sale of the Bonds, and at all times subsequent thereto up to and including the time of the delivery of the Bonds, the Official Statement relating to the Bonds did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses of printing CUSIP numbers on the Bonds and the CUSIP Service Bureau charge for the assignment of said numbers shall be paid by the successful bidder.

CERTIFICATION OF REOFFERING PRICE: The successful bidder shall be required, as a condition to the issuance of the Bonds, to deliver to the District a certificate, in form and substance satisfactory to Bond Counsel, stating (i) that, as of the date of award, the Bonds were expected to be reoffered in a bona fide public offering, (ii) the initial offering price at which a substantial amount (at least 10%) of each maturity of the Bonds were sold to the public, and (iii) that no Bonds of a single maturity were offered at one price to the general public and at a discount from that price to institutional or other investors.

CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION: The successful bidder will be required, pursuant to State law, to pay any fees to the California Debt and Investment Advisory Commission when due.

DTC FEES: All fees due DTC with respect to the Bonds shall be paid by the successful bidder or bidders.

OFFICIAL STATEMENT: The District has caused to be prepared a Preliminary Official Statement describing the Bonds in a form deemed final by the District within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, except for certain information which is permitted under said Rule 15c2-12 to be omitted from the Preliminary Official Statement. A copy of the Preliminary Official Statement will be furnished upon request to KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, CA 94612, telephone (510) 839-8200. The District will furnish to the successful bidder within seven business days following the date of award, at no charge, not in excess of one hundred (100) copies of the Official Statement for use in connection with any resale of the Bonds.

DISCLOSURE CERTIFICATE: The District will deliver to the purchaser of the Bonds a certificate of an official of the District, dated the date of Bond delivery, stating that as of the date thereof, to the best of the knowledge and belief of said official, the Official Statement does not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and further certifying that the signatory knows of no

material adverse change in the condition of the District which would make it unreasonable for the purchaser of the Bonds to rely upon the Official Statement in connection with the resale of the Bonds.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the District will undertake, pursuant to the resolution authorizing issuance of the Bonds and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the preliminary Official Statement and will also be set forth in the final Official Statement.

EXHIBIT C**FORM OF NOTICE OF INTENTION**

\$ _____

(Preliminary, subject to change)

ALBANY UNIFIED SCHOOL DISTRICT

(Alameda County, California)

2012 General Obligation Refunding Bonds

NOTICE IS HEREBY GIVEN, pursuant to section 53692 of the California Government Code, that the Albany Unified School District (the "District") invites bids for the purchase of \$ _____ (preliminary, subject to change) aggregate principal amount of Albany Unified School District (Alameda County, California) 2012 General Obligation Refunding Bonds (the "Bonds"). Bids will be received on

TUESDAY, APRIL 17, 2012

at 10:00 A.M., *electronically only* through the I-Deal LLC BiDCOMP/PARITY© system, and the sale will be awarded by the District within 26 hours after the expiration of the time prescribed for the receipt of bids. The sale of the Bonds will be conducted upon the terms and conditions set forth in the Official Notice of Sale for the Bonds. Such Official Notice of Sale and the Preliminary Official Statement describing the Bonds will be distributed to prospective bidders by the financial advisor to the District, KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, CA 94612, telephone (510) 839-8200. Bids will be entertained only from bidders to whom such Official Notice of Sale and Preliminary Official Statement have been distributed.

EXHIBIT D

FORM OF PAYING AGENT/BOND REGISTRAR/COSTS
OF ISSUANCE AGREEMENT

THIS PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT (this "Agreement"), is entered into as of May 3, 2012, by and between the ALBANY UNIFIED SCHOOL DISTRICT (the "District"), and U.S. BANK NATIONAL ASSOCIATION (the "Bank"), relating to the \$_____ Albany Unified School District (Alameda County, California) 2012 General Obligation Refunding Bonds (the "Bonds"). The District hereby appoints the Bank to act as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

RECITALS

WHEREAS, the District has duly authorized and provided for the issuance of the Bonds as fully registered bonds without coupons;

WHEREAS, the District will ensure all things necessary to make the Bonds the valid obligations of the District, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the District and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

WHEREAS, the District and the Bank also wish to provide the terms under which Bank will act as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the District and has full power and authority to perform and serve as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds;

WHEREAS, the District has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Bond Resolution" means the resolution of the District pursuant to which the Bonds were issued.

"Bond" or "Bonds" means any one or all of the \$ _____ Albany Unified School District (Alameda County, California) 2012 General Obligation Refunding Bonds.

"Custodian and Disbursing Agent" means the Bank when it is performing the function of custodian and disbursing agent for the payment of costs of issuance relating to the Bonds.

"District" means Albany Unified School District.

"District Request" means a written request signed in the name of the District and delivered to the Bank.

"Fiscal Year" means the fiscal year of the District ending on June 30 of each year.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond Resolution as the date on which the principal of such Bond is due and payable.

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR AND CUSTODIAN AND DISBURSING AGENT

Section 2.01. Appointment and Acceptance. The District hereby appoints the Bank to act as Paying Agent and Transfer Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement and the Bond Resolution, the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The District hereby appoints the Bank as Registrar with respect to the Bonds. As Registrar, the Bank shall keep and maintain for and on behalf of the District, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein and in the Bond Resolution.

The District hereby appoints the Bank as Custodian and Disbursing Agent.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent, Transfer Agent, Bond Registrar and Custodian and Disbursing Agent.

Section 2.02. Compensation. As compensation for the Bank's services as Paying Agent and Bond Registrar, the District hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the District and the Bank.

In addition, the District agrees to reimburse the Bank, upon its request, for all reasonable and necessary out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, made or incurred by the Bank in connection with entering into and performing under this Agreement and in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank, provided sufficient collected funds have been provided to it for such purpose by or on behalf of the District, shall pay on behalf of the District the principal of, and interest on each Bond in accordance with the provisions of the Bond Resolution.

Section 3.02. Payment Dates. The District hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond Resolution.

ARTICLE FOUR

REGISTRAR

Section 4.01. Initial Delivery of Bonds. The Bonds will be initially registered and delivered to the purchaser designated by the District as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar. The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or his attorney duly authorized in writing. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds. The District shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register. The Bank as Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Reports. The District may request the information in the Bond Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing and to convert the information into written form.

The Bank will not release or disclose the content of the Bond Register to any person other than to the District at its written request, except upon receipt of a subpoena or court order or as may otherwise be required by law. Upon receipt of a subpoena or court order the Bank will notify the District.

Section 4.06. Cancelled Bonds. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The District may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the District upon its written request.

ARTICLE FIVE

CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Custodian and Disbursing Agent has received, from _____, the purchaser of the Bonds, the sum of \$_____ (which amount includes a good faith deposit of \$_____ previously received by the Custodian and Disbursing Agent). Of such amount,

(a) \$_____ has been transferred to U.S. Bank National Association, as escrow bank (the "Escrow Bank") to provide for the refunding of all outstanding Albany Unified School District General Obligation Bonds, Election of 1993, Series G,

(b) \$_____ has been transferred to the Escrow Bank to provide for the refunding of all outstanding Albany Unified School District 2004 General Obligation Refunding Bonds,

(c) \$_____ has been transferred to the Escrow Bank to provide for the refunding of all outstanding Albany Unified School District 2001 General Obligation Refunding Bonds,

(d) \$_____ has been transferred to the Escrow Bank to provide for the refunding of all outstanding Albany Unified School District General Obligation Bonds, Election of 2004, Series A, and

(e) \$_____ has been deposited in a special account to be held and maintained by the Custodian and Disbursing Agent in the name of the District (the "Costs of Issuance Account").

Section 5.02. Investment. The Custodian and Disbursing Agent will hold and invest funds in the Costs of Issuance Account until July 1, 2012, or upon prior written order of the District.

Section 5.03. Payment of Costs of Issuance. The Custodian and Disbursing Agent will pay costs of issuance of the Bonds as directed by the District from time to time via a written requisition of the District.

Section 5.04. Transfer of Remaining Amounts. Any balances remaining in the Costs of Issuance Account (including any earnings) on July 1, 2012, will be transferred to the Alameda County Treasurer-Tax Collector for deposit in the Interest and Sinking Fund maintained for the District.

Section 5.05. Limited Liability. The liability of the Custodian and Disbursing Agent as custodian and disbursing agent is limited to the duties listed above. The Custodian and Disbursing Agent will not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion of power conferred upon it by this Agreement.

ARTICLE SIX

THE BANK

Section 6.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 6.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the District.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

Section 6.03. Recitals of District. The recitals contained in the Bond Resolution and the Bonds shall be taken as the statements of the District, and the Bank assumes no responsibility for their correctness.

Section 6.04. May Own Bonds. The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds.

Section 6.05. Money Held by Bank. Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed for two years after such deposit will be paid by the Bank to the District, and the District and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 6.06. Other Transactions. The Bank may engage in or be interested in any financial or other transaction with the District.

Section 6.07. Interpleader. The District and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The District and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.08. Indemnification. To the extent permitted by law, the District shall indemnify the Bank, its officers, directors, employees and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder or under the Bond Resolution (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to be attributable to the Bank's negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

Section 7.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 7.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Bank shall be mailed or delivered to the District or the Bank, respectively, at the address shown herein, or such other address as may have been given by one party to the other by fifteen (15) days written notice.

Section 7.04. Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 7.05. Successors and Assigns. All covenants and agreements herein by the District and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 7.06. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 7.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 7.08. Entire Agreement. This Agreement and the Bond Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

Section 7.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.10. Term and Termination. This Agreement shall be effective from and after its date and until the Bank resigns or is removed in accordance with the Bond Resolution; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the District. If the Bank shall resign, be removed or become incapable of acting, the District shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the District for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation or removal of the Bank as Paying Agent and Bond Registrar, upon the written request of the District and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the District or its designee all funds and unauthenticated Bonds, and a copy of the Bond Register. The provisions of Section 2.02 and Section 6.08 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 7.11. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of California.

Section 7.12. Documents to be Filed with Bank. At the time of the Bank's appointment as Paying Agent and Bond Registrar, the District shall file with the Bank the following documents: (a) a certified copy of the Bond Resolution and a specimen Bond; (b) a copy of the opinion of bond counsel provided to the District in connection with the issuance of the Bonds; and (c) a District Request containing written instructions to the Bank with respect to the issuance and delivery of the Bonds, including the name of the Registered Owners and the denominations of the Bonds.

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

ALBANY UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By _____
Name _____
Title _____

EXHIBIT E
FORM OF 2001 ESCROW AGREEMENT

This Escrow Deposit and Trust Agreement (this "Escrow Deposit and Trust Agreement"), dated May 3, 2012, is by and between the ALBANY UNIFIED SCHOOL DISTRICT, a unified school district duly created and existing pursuant to the laws of the State of California, (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow bank (the "Escrow Bank").

WITNESSETH:

WHEREAS, the District has heretofore issued its the Albany Unified School District 2001 General Obligation Refunding Bonds, dated October 18, 2001, in the principal amount of \$11,390,000, of which \$5,565,000 principal amount is currently outstanding (the "2001 Bonds");

WHEREAS, the 2001 Bonds were issued under and pursuant to a resolution of the Board of Education of the District, adopted on June 12, 2001 (the "2001 Bond Resolution");

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District has determined that it is in the best interests of the District to refund, on a current basis, all outstanding 2001 Bonds and it is desirable to enter into this Escrow Deposit and Trust Agreement to provide for the refunding of the 2001 Bonds;

WHEREAS, the Board of Education of the District, by resolution adopted on March 20, 2012 (the "Refunding Bond Resolution"), has authorized the execution and delivery of the District's \$_____ 2012 General Obligation Refunding Bonds (the "2012 Refunding Bonds"), and has determined to use a portion of the proceeds of the 2012 Refunding Bonds to redeem the outstanding 2001 Bonds in full on May 18, 2012 (the "2001 Bonds Redemption Date") at a redemption price equal to 100% of the principal amount of the 2001 Bonds, together with accrued interest to the 2001 Bonds Redemption Date (the "2001 Bonds Redemption Price");

WHEREAS, the District, in the Refunding Bond Resolution, has directed that a portion of the proceeds of the sale of the 2012 Refunding Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the payment and redemption of the 2001 Bonds as described above;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Deposit and Trust Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

Section 1. Discharge of Bonds. The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the 2001 Bond Resolution with respect to the 2001 Bonds, and to terminate all obligations of the District thereunder with respect thereto.

Section 2. Escrow Fund.

(a) There is hereby established a special fund, to be held in trust by the Escrow Bank for the benefit of the owners of the 2001 Bonds, to be known as the "Escrow Fund." Upon the issuance of the 2012 Refunding Bonds,

there shall be deposited into the Escrow Fund an amount equal to \$ _____, derived from the proceeds of the 2012 Refunding Bonds.

(b) The Escrow Bank shall hold all amounts deposited in the Escrow Fund in cash, uninvested.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Deposit and Trust Agreement.

(d) Any money left on deposit in the Escrow Fund after payment in full of the 2001 Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the Treasurer-Tax Collector of Santa Clara County, for deposit in the Debt Service Fund heretofore established and maintained by the County for the District.

Section 3. Instructions as to Application of Deposit. The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the sole purpose of paying the 2001 Redemption Price on the 2001 Bonds Redemption Date as set forth in Exhibit attached hereto and by this reference incorporated herein.

Section 4. Escrow Bank.

(a) The Escrow Bank shall look solely to the District for compensation for its duties under this Escrow Deposit and Trust Agreement and shall have no right whatsoever against the Escrow Fund for fees, compensation, costs or expenses. The District shall also reimburse the Escrow Bank for out-of-pocket costs such as cost of giving notice of redemption of the 2001 Bonds, legal fees and other costs and expenses relating hereto, but under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

(b) The District agrees to indemnify the Escrow Bank, its agents and its officers, directors and employees for, and hold the Escrow Bank, its agents and its officers, directors and employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Bank) which may be imposed on, incurred by, or asserted against the Escrow Bank or such other party at any time by reason of, or in connection with, the performance of its duties as Escrow Bank hereunder, unless due to the negligence or willful misconduct of any indemnified party. Such indemnity shall survive the termination or discharge of this Escrow Deposit and Trust Agreement and the earlier removal or resignation of the Escrow Bank.

(c) The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. The Escrow Bank shall have no duty or responsibility under this Escrow Deposit and Trust Agreement in the case of any default by the District in the performance of the covenants or agreements contained in the 2001 Bond Resolution or in the Refunding Bond Resolution.

(d) The Escrow Bank may consult with counsel of its own choice (which may be counsel for the District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(e) The Escrow Bank shall not be responsible for any of the recitals or representations contained herein, in the 2001 Bond Resolution or in the Refunding Bond Resolution.

(f) The Escrow Bank may become the owner of, or acquire any interest in, any of the 2012 Refunding Bonds with the same rights that it would have if it were not the Escrow Bank, and may engage or be interested in any financial or other transaction with the District.

(g) The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest, or premiums, if any, on the 2001 Bonds.

(h) The Escrow Bank shall not be liable for any action or omission of the District under this Escrow Deposit and Trust Agreement, under the 2001 Bond Resolution or the Refunding Bond Resolution.

(i) Whenever in the administration of this Escrow Deposit and Trust Agreement, the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of the District and shall, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Escrow Deposit and Trust Agreement upon the faith thereof.

(j) The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Escrow Deposit and Trust Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank in accordance with this Escrow Deposit and Trust Agreement and reasonably believed by the Escrow Bank to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(k) The Escrow Bank may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective only upon acceptance of appointment by a successor Escrow Bank. If the District does not appoint a successor, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank. After receiving a notice or resignation of an Escrow Bank, the District may appoint a temporary Escrow Bank until the District appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed by the District shall immediately and without further act be superseded by the successor Escrow Bank so appointed.

(l) The Escrow Bank shall perform such duties and only such duties as are specifically set forth in this Escrow Deposit and Trust Agreement, and no implied actions, covenants or obligations shall be read into this Escrow Deposit and Trust Agreement against the Escrow Bank.

(m) None of the provisions of this Escrow Deposit and Trust Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Escrow Deposit and Trust Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

(n) Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Escrow Deposit and Trust Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

(o) The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(p) The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Deposit and Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons,

which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 5. No Rights to Others. Nothing in this Escrow Deposit and Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the District, the Escrow Bank and the owners of the 2001 Bonds any legal or equitable right, remedy or claim under or in respect to this Escrow Deposit and Trust Agreement or any covenants, conditions or provisions herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the District, the Escrow Bank and the owners of the 2001 Bonds.

Section 6. Notices. All notices, requests, demands and other communications under this Escrow Deposit and Trust Agreement by any person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, postage prepaid, and properly addressed as follows:

(a) if to the District, to Albany Unified School District, 1051 Monroe Street, Albany, CA 94706-2213, Attention: Assistant Superintendent, Business Services; and

(b) if to the Escrow Bank, to U.S. Bank National Association, One California Street, Suite 1000, San Francisco, CA 94111, Attention: Corporate Trust Department.

Section 7. Amendment. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2001 Bonds then outstanding shall have been filed with the Escrow Bank. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the County, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, and (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2001 Bonds or the 2012 Refunding Bonds, and that such amendment will not cause interest on the 2001 Bonds or on the 2012 Refunding Bonds to become subject to federal income taxation.

Section 8. Governing Law. This Escrow Deposit and Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 9. Severability. In case any one or more of the provisions contained in this Escrow Deposit and Trust Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Deposit and Trust Agreement, but this Escrow Deposit and Trust Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

Section 10. Counterparts. This Escrow Deposit and Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts, or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 11. Business Days. Whenever any act is required by this Escrow Deposit and Trust Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Deposit and Trust Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

ALBANY UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank

By _____
Name _____
Title _____

EXHIBIT A
PAYMENT AND REDEMPTION SCHEDULE

<u>Date</u>	<u>Maturing Principal</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Redemption Premium</u>	<u>Total Payment</u>
5/18/12	—	\$5,565,000		—	

EXHIBIT F

FORM OF 1993G ESCROW AGREEMENT

This Escrow Deposit and Trust Agreement (this "Escrow Deposit and Trust Agreement"), dated May 3, 2012, is by and between the ALBANY UNIFIED SCHOOL DISTRICT, a unified school district duly created and existing pursuant to the laws of the State of California, (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow bank (the "Escrow Bank").

WITNESSETH:

WHEREAS, the District has heretofore issued its Albany Unified School District General Obligation Bonds, Election of 1993, Series G (the "1993G Bonds"), in the original principal amount of \$4,600,000, issued for authorized school purposes, of which \$3,785,000 principal amount remains outstanding;

WHEREAS, the 1993G Bonds were issued under and pursuant to a resolution of the Board of Education of the District, adopted on January 13, 2004 (the "1993G Bond Resolution");

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District has determined that it is in the best interests of the District to refund, on a current basis, the outstanding 1993G Bonds maturing on and after August 1, 2013 (the "Refunded 1993G Bonds") and it is desirable to enter into this Escrow Deposit and Trust Agreement to provide for the refunding of the Refunded 1993G Bonds;

WHEREAS, the Board of Education of the District, by resolution adopted on March 20, 2012 (the "Refunding Bond Resolution"), has authorized the execution and delivery of the District's \$_____ 2012 General Obligation Refunding Bonds (the "2012 Refunding Bonds"), and has determined to use a portion of the proceeds of the 2012 Refunding Bonds to redeem the outstanding Refunded 1993G Bonds in full on August 1, 2012 (the "Refunded 1993G Bonds Redemption Date"), at a redemption price equal to 101% of the principal amount of the Refunded 1993G Bonds, together with accrued interest to such date (the "Refunded 1993G Bonds Redemption Price");

WHEREAS, the District, in the Refunding Bond Resolution, has directed that a portion of the proceeds of the sale of the 2012 Refunding Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the payment and redemption of the Refunded 1993G Bonds as described above;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Deposit and Trust Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

Section 1. Discharge of Bonds. The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the 1993G Bond Resolution with respect to the Refunded 1993G Bonds, and to terminate all obligations of the District thereunder with respect thereto.

Section 2. Escrow Fund.

(a) There is hereby established a special fund, to be held in trust by the Escrow Bank for the benefit of the owners of the Refunded 1993G Bonds, to be known as the "Escrow Fund." Upon the issuance of the 2012 Refunding Bonds, there shall be deposited into the Escrow Fund an amount equal to \$_____, derived from the proceeds of the 2012 Refunding Bonds.

(b) The Escrow Bank shall invest \$_____ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the Federal Securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$_____ in cash, uninvested. The Escrowed Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

(c) The Escrow Bank may rely upon the conclusion of _____, as contained in its opinion and accompanying schedules (the "Report") dated May 3, 2012, that the Escrowed Federal Securities mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to redeem the outstanding Refunded 1993G Bonds in full on the Refunded 1993G Bonds Redemption Date at the Refunded 1993G Bonds Redemption Price.

(d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Deposit and Trust Agreement.

(e) Any money left on deposit in the Escrow Fund after payment in full of the Refunded 1993G Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the Treasurer-Tax Collector of Alameda County, for deposit in the Interest and Sinking Fund heretofore established and maintained by the County for the District.

Section 3. Instructions as to Application of Deposit. The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the sole purpose of redeeming the outstanding Refunded 1993G Bonds in full on the Refunded 1993G Bonds Redemption Date at the Refunded 1993G Bonds Redemption Price, as set forth in Exhibit B attached hereto and by this reference incorporated herein.

The Escrow Bank, in its capacity as paying agent for the Refunded 1993G Bonds is hereby requested, and the Escrow Bank, as paying agent for the Refunded 1993G Bonds, hereby agrees to give timely for redemption of the Refunded 1993G Bonds on the Refunded 1993G Bonds Redemption Date in accordance with the applicable provisions of the 1993G Bond Resolution and the form of redemption notice attached hereto as Exhibit C.

Section 4. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the Refunded 1993G Bonds, in Federal Securities pursuant to written directions of the District; *provided, however*, that (a) such written directions of the District shall be accompanied by (i) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the Federal Securities then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 4 hereof, and (ii) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the Refunded 1993G Bonds, and (b) if the District directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the District shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the District shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 4 and not required for the purposes set forth in Section 3, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow

Bank, be paid to the Treasurer-Tax Collector of Placer County, for deposit in the Interest and Sinking Fund heretofore established and maintained by the County for the 2012 Refunding Bonds.

Section 5. Substitution or Withdrawal of Federal Securities. The District may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the District any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 3 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest on the Refunded 1993G Bonds. In the event that, following any such substitution of Federal Securities pursuant to this Section 5, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 3 hereof, as indicated by such verification, such excess shall be paid to the Treasurer-Tax Collector of Placer County, for deposit in the Interest and Sinking Fund heretofore established and maintained by the County for the 2012 Refunding Bonds.

Section 6. Escrow Bank.

(a) The Escrow Bank shall look solely to the District for compensation for its duties under this Escrow Deposit and Trust Agreement and shall have no right whatsoever against the Escrow Fund for fees, compensation, costs or expenses. The District shall also reimburse the Escrow Bank for out-of-pocket costs such as cost of giving notice of redemption of the Refunded 1993G Bonds, legal fees and other costs and expenses relating hereto, but under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

(b) The District agrees to indemnify the Escrow Bank, its agents and its officers, directors and employees for, and hold the Escrow Bank, its agents and its officers, directors and employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Bank) which may be imposed on, incurred by, or asserted against the Escrow Bank or such other party at any time by reason of, or in connection with, the performance of its duties as Escrow Bank hereunder, unless due to the negligence or willful misconduct of any indemnified party. Such indemnity shall survive the termination or discharge of this Escrow Deposit and Trust Agreement and the earlier removal or resignation of the Escrow Bank.

(c) The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. The Escrow Bank shall have no duty or responsibility under this Escrow Deposit and Trust Agreement in the case of any default by the District in the performance of the covenants or agreements contained in the Refunded 1993G Bond Resolution or in the Refunding Bond Resolution.

(d) The Escrow Bank may consult with counsel of its own choice (which may be counsel for the District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(e) The Escrow Bank shall not be responsible for any of the recitals or representations contained herein, in the Refunded 1993G Bond Resolution or in the Refunding Bond Resolution.

(f) The Escrow Bank may become the owner of, or acquire any interest in, any of the 2012 Refunding Bonds with the same rights that it would have if it were not the Escrow Bank, and may engage or be interested in any financial or other transaction with the District.

(g) The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest, or premiums, if any, on the Refunded 1993G Bonds.

(h) The Escrow Bank shall not be liable for any action or omission of the District under this Escrow Deposit and Trust Agreement, under the Refunded 1993G Bond Resolution or the Refunding Bond Resolution.

(i) Whenever in the administration of this Escrow Deposit and Trust Agreement, the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of the District and shall, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Escrow Deposit and Trust Agreement upon the faith thereof.

(j) The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Escrow Deposit and Trust Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank in accordance with this Escrow Deposit and Trust Agreement and reasonably believed by the Escrow Bank to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(k) The Escrow Bank may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective only upon acceptance of appointment by a successor Escrow Bank. If the District does not appoint a successor, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank. After receiving a notice or resignation of an Escrow Bank, the District may appoint a temporary Escrow Bank until the District appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed by the District shall immediately and without further act be superseded by the successor Escrow Bank so appointed.

(l) The Escrow Bank shall perform such duties and only such duties as are specifically set forth in this Escrow Deposit and Trust Agreement, and no implied actions, covenants or obligations shall be read into this Escrow Deposit and Trust Agreement against the Escrow Bank.

(m) None of the provisions of this Escrow Deposit and Trust Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Escrow Deposit and Trust Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

(n) Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Escrow Deposit and Trust Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

(o) The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(p) The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Deposit and Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 7. No Rights to Others. Nothing in this Escrow Deposit and Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the District, the Escrow Bank and the owners of the Refunded 1993G Bonds any legal or equitable right, remedy or claim under or in respect to this Escrow Deposit and Trust Agreement or any covenants, conditions or provisions herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the District, the Escrow Bank and the owners of the Refunded 1993G Bonds.

Section 8. Notices. All notices, requests, demands and other communications under this Escrow Deposit and Trust Agreement by any person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, postage prepaid, and properly addressed as follows:

(a) if to the District, to Albany Unified School District, 1051 Monroe Street, Albany CA 94706-2213, Attention: Assistant Superintendent, Business Services; and

(b) if to the Escrow Bank, to U.S. Bank National Association, One California Street, Suite 1000, San Francisco, CA 94111, Attention: Corporate Trust Services.

Section 9. Amendment. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Refunded 1993G Bonds then outstanding shall have been filed with the Escrow Bank. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the County, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, and (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Refunded 1993G Bonds or the 2012 Refunding Bonds, and that such amendment will not cause interest on the Refunded 1993G Bonds or on the 2012 Refunding Bonds to become subject to federal income taxation.

Section 10. Governing Law. This Escrow Deposit and Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 11. Severability. In case any one or more of the provisions contained in this Escrow Deposit and Trust Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Deposit and Trust Agreement, but this Escrow Deposit and Trust Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

Section 12. Counterparts. This Escrow Deposit and Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts,

or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 13. Business Days. Whenever any act is required by this Escrow Deposit and Trust Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Deposit and Trust Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

ALBANY UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank

By _____
Name _____
Title _____

EXHIBIT A

SCHEDULE OF ESCROWED FEDERAL SECURITIES

Type	Maturity	Coupon	Principal	Price	Cost	Accrued	Total
SLGS	08/01/12						

EXHIBIT B
PAYMENT AND REDEMPTION SCHEDULE

Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
08/01/12	—	\$3,625,000		\$36,250	

EXHIBIT C

FORM OF REDEMPTION NOTICE

NOTICE OF FULL/FINAL REDEMPTION OF

**Albany Unified School District
General Obligation Bonds, Election of 1993, Series G**

Maturity Date	Amount Called	Redemption Premium (1%)	Redemption Price (1)	Interest Rate	CUSIP Number
8/1/2013	\$ 165,000	\$ 1,650.00	\$ 166,650.00	3.25 %	012104 JS5
8/1/2014	170,000	1,700.00	171,700.00	3.50	012104 JT3
8/1/2015	180,000	1,800.00	181,800.00	3.625	012104 JU0
8/1/2016	185,000	1,850.00	186,850.00	4.00	012104 JV8
8/1/2017	190,000	1,900.00	191,900.00	4.00	012104 JW6
8/1/2018	200,000	2,000.00	202,000.00	4.00	012104 JX4
8/1/2019	210,000	2,100.00	212,100.00	4.00	012104 JY2
8/1/2020	215,000	2,150.00	217,150.00	4.125	012104 JZ9
8/1/2021	225,000	2,250.00	227,250.00	4.25	012104 KA2
8/1/2022	235,000	2,350.00	237,350.00	4.25	012104 KB0
8/1/2024	500,000	5,000.00	505,000.00	4.375	012104 KC8
8/1/2028	1,150,000	11,500.00	1,161,500.00	4.50	012104 KD6

(1) Accrued interest to be added.

NOTICE is hereby given that the Albany Unified School District (the "District") has called for redemption on August 1, 2012 (the "Redemption Date"), the outstanding Albany Unified School District General Obligation Bonds, Election of 1993, Series G (the "Bonds"), as described above, at a price equal to 101% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price").

On the Redemption Date, the Redemption Price will become due and payable upon each Bond and interest with respect thereto shall cease to accrue from and after the Redemption Date.

Payment of principal will be made upon presentation on and after August 1, 2012, at the following addresses:

If by Mail: (Registered Bonds)
U.S. Bank National Association
Corporate Trust Services
P.O. Box 64111
St. Paul, MN 55154-0111

If by Hand or Overnight Mail:
U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Floor Bond Drop Window
St. Paul, MN 55107

Owners of Bonds presenting their certificates in person for the same day payment must surrender their certificate by 1:00 p.m. on the prepayment date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the Bondholder by first class mail.

Interest with respect to the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

If payment of the Redemption Price is to be made to the registered owner of the Bond you are not required to endorse the Bond to collect the Redemption Price.

Under the Economic Growth and Tax Relief Reconciliation Act of 2001 (the "Act") 28% will be withheld if tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

Neither the District nor the Paying Agent shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

Dated: _____, 2012

U.S. Bank National Association, as Paying
Agent

EXHIBIT G

FORM OF 2004 ESCROW AGREEMENT

This Escrow Deposit and Trust Agreement (this "Escrow Deposit and Trust Agreement"), dated May 3, 2012, is by and between the ALBANY UNIFIED SCHOOL DISTRICT, a unified school district duly created and existing pursuant to the laws of the State of California (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow bank (the "Escrow Bank").

WITNESSETH:

WHEREAS, the District has heretofore issued its Albany Unified School District 2004 General Obligation Refunding Bonds (the "2004 Bonds"), in the original principal amount of \$4,300,000, to provide funds for the refunding of the District's General Obligation Bonds, Election of 1993, Series D, issued for authorized school purposes, of which \$2,905,000 principal amount remains outstanding;

WHEREAS, the 2004 Bonds were issued under and pursuant to a resolution of the Board of Education of the District, adopted on May 25, 2004 (the "2004 Bond Resolution");

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District has determined that it is in the best interests of the District to refund, on an advance basis, the outstanding 2004 Bonds maturing on and after August 1, 2014 (the "Refunded 2004 Bonds") and it is desirable to enter into this Escrow Deposit and Trust Agreement to provide for the refunding of the Refunded 2004 Bonds;

WHEREAS, the Board of Education of the District, by resolution adopted on March 20, 2012 (the "Refunding Bond Resolution"), has authorized the execution and delivery of the District's \$_____ 2012 General Obligation Refunding Bonds (the "2012 Refunding Bonds"), and has determined to use a portion of the proceeds of the 2012 Refunding Bonds to pay the interest on the 2004 Bonds to and including August 1, 2013, and to redeem the outstanding Refunded 2004 Bonds in full on August 1, 2013 (the "Refunded 2004 Bonds Redemption Date"), at a redemption price equal to 100% of the principal amount of the Refunded 2004 Bonds (the "Refunded 2004 Bonds Redemption Price");

WHEREAS, the District, in the Refunding Bond Resolution, has directed that a portion of the proceeds of the sale of the 2012 Refunding Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the payment of interest on the 2004 Bonds to and including August 1, 2013, and to redeem the Refunded 2004 Bonds as described above;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Deposit and Trust Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

Section 1. Discharge of Bonds. The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the 2004 Bond Resolution with respect to the Refunded 2004 Bonds, and to terminate all obligations of the District thereunder with respect thereto.

Section 2. Escrow Fund.

(a) There is hereby established a special fund, to be held in trust by the Escrow Bank for the benefit of the owners of the Refunded 2004 Bonds, to be known as the "Escrow Fund." Upon the issuance of the 2012 Refunding Bonds, there shall be deposited into the Escrow Fund an amount equal to \$_____, derived from the proceeds of the 2012 Refunding Bonds.

(b) The Escrow Bank shall invest \$_____ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the Federal Securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$_____ in cash, uninvested. The Escrowed Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

(c) The Escrow Bank may rely upon the conclusion of _____, as contained in its opinion and accompanying schedules (the "Report") dated May 3, 2012, that the Escrowed Federal Securities mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay the interest on the 2004 Bonds to and including August 1, 2013, and to redeem the outstanding Refunded 2004 Bonds in full on the Refunded 2004 Bonds Redemption Date at the Refunded 2004 Bonds Redemption Price.

(d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Deposit and Trust Agreement.

(e) Any money left on deposit in the Escrow Fund after payment in full of the Refunded 2004 Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the Treasurer-Tax Collector of Alameda County, for deposit in the Interest and Sinking Fund heretofore established and maintained by the County for the District.

Section 3. Instructions as to Application of Deposit. The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the sole purpose of paying the interest on the 2004 Bonds to and including August 1, 2013, and of redeeming the outstanding Refunded 2004 Bonds in full on the Refunded 2004 Bonds Redemption Date at the Refunded 2004 Bonds Redemption Price, as set forth in Exhibit B attached hereto and by this reference incorporated herein.

The Escrow Bank, in its capacity as paying agent for the Refunded 2004 Bonds is hereby requested, and the Escrow Bank, as paying agent for the Refunded 2004 Bonds, hereby agrees to give timely for redemption of the Refunded 2004 Bonds on the Refunded 2004 Bonds Redemption Date in accordance with the applicable provisions of the 2004 Bond Resolution and the form of redemption notice attached hereto as Exhibit C.

Section 4. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the Refunded 2004 Bonds, in Federal Securities pursuant to written directions of the District; *provided, however*, that (a) such written directions of the District shall be accompanied by (i) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the Federal Securities then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 4 hereof, and (ii) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the Refunded 2004 Bonds, and (b) if the District directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the District shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the District shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 4 and not required for the purposes set forth in

Section 3, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the Treasurer-Tax Collector of Placer County, for deposit in the Interest and Sinking Fund heretofore established and maintained by the County for the 2012 Refunding Bonds.

Section 5. Substitution or Withdrawal of Federal Securities. The District may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the District any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 3 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest on the Refunded 2004 Bonds. In the event that, following any such substitution of Federal Securities pursuant to this Section 5, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 3 hereof, as indicated by such verification, such excess shall be paid to the Treasurer-Tax Collector of Placer County, for deposit in the Interest and Sinking Fund heretofore established and maintained by the County for the 2012 Refunding Bonds.

Section 6. Escrow Bank.

(a) The Escrow Bank shall look solely to the District for compensation for its duties under this Escrow Deposit and Trust Agreement and shall have no right whatsoever against the Escrow Fund for fees, compensation, costs or expenses. The District shall also reimburse the Escrow Bank for out-of-pocket costs such as cost of giving notice of redemption of the Refunded 2004 Bonds, legal fees and other costs and expenses relating hereto, but under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

(b) The District agrees to indemnify the Escrow Bank, its agents and its officers, directors and employees for, and hold the Escrow Bank, its agents and its officers, directors and employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Bank) which may be imposed on, incurred by, or asserted against the Escrow Bank or such other party at any time by reason of, or in connection with, the performance of its duties as Escrow Bank hereunder, unless due to the negligence or willful misconduct of any indemnified party. Such indemnity shall survive the termination or discharge of this Escrow Deposit and Trust Agreement and the earlier removal or resignation of the Escrow Bank.

(c) The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. The Escrow Bank shall have no duty or responsibility under this Escrow Deposit and Trust Agreement in the case of any default by the District in the performance of the covenants or agreements contained in the Refunded 2004 Bond Resolution or in the Refunding Bond Resolution.

(d) The Escrow Bank may consult with counsel of its own choice (which may be counsel for the District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(e) The Escrow Bank shall not be responsible for any of the recitals or representations contained herein, in the Refunded 2004 Bond Resolution or in the Refunding Bond Resolution.

(f) The Escrow Bank may become the owner of, or acquire any interest in, any of the 2012 Refunding Bonds with the same rights that it would have if it were not the Escrow Bank, and may engage or be interested in any financial or other transaction with the District.

(g) The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest, or premiums, if any, on the Refunded 2004 Bonds.

(h) The Escrow Bank shall not be liable for any action or omission of the District under this Escrow Deposit and Trust Agreement, under the Refunded 2004 Bond Resolution or the Refunding Bond Resolution.

(i) Whenever in the administration of this Escrow Deposit and Trust Agreement, the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of the District and shall, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Escrow Deposit and Trust Agreement upon the faith thereof.

(j) The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Escrow Deposit and Trust Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank in accordance with this Escrow Deposit and Trust Agreement and reasonably believed by the Escrow Bank to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(k) The Escrow Bank may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective only upon acceptance of appointment by a successor Escrow Bank. If the District does not appoint a successor, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank. After receiving a notice or resignation of an Escrow Bank, the District may appoint a temporary Escrow Bank until the District appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed by the District shall immediately and without further act be superseded by the successor Escrow Bank so appointed.

(l) The Escrow Bank shall perform such duties and only such duties as are specifically set forth in this Escrow Deposit and Trust Agreement, and no implied actions, covenants or obligations shall be read into this Escrow Deposit and Trust Agreement against the Escrow Bank.

(m) None of the provisions of this Escrow Deposit and Trust Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Escrow Deposit and Trust Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

(n) Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Escrow Deposit and Trust Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

(o) The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(p) The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Deposit and Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 7. No Rights to Others. Nothing in this Escrow Deposit and Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the District, the Escrow Bank and the owners of the Refunded 2004 Bonds any legal or equitable right, remedy or claim under or in respect to this Escrow Deposit and Trust Agreement or any covenants, conditions or provisions herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the District, the Escrow Bank and the owners of the Refunded 2004 Bonds.

Section 8. Notices. All notices, requests, demands and other communications under this Escrow Deposit and Trust Agreement by any person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, postage prepaid, and properly addressed as follows:

(a) if to the District, to Albany Unified School District, 1051 Monroe Street, Albany CA 94706-2213, Attention: Assistant Superintendent, Business Services; and

(b) if to the Escrow Bank, to U.S. Bank National Association, One California Street, Suite 1000, San Francisco, CA 94111, Attention: Corporate Trust Services.

Section 9. Amendment. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Refunded 2004 Bonds then outstanding shall have been filed with the Escrow Bank. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the County, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, and (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Refunded 2004 Bonds or the 2012 Refunding Bonds, and that such amendment will not cause interest on the Refunded 2004 Bonds or on the 2012 Refunding Bonds to become subject to federal income taxation.

Section 10. Governing Law. This Escrow Deposit and Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 11. Severability. In case any one or more of the provisions contained in this Escrow Deposit and Trust Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Deposit and Trust Agreement, but this Escrow Deposit and Trust Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

Section 12. Counterparts. This Escrow Deposit and Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts,

or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 13. Business Days. Whenever any act is required by this Escrow Deposit and Trust Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Deposit and Trust Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

ALBANY UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank

By _____
Name _____
Title _____

EXHIBIT A

SCHEDULE OF ESCROWED FEDERAL SECURITIES

Type	Maturity	Coupon	Principal	Price	Cost	Accrued	Total
SLGS	08/01/12						
SLGS	02/01/13						
SLGS	08/01/13						

EXHIBIT B
PAYMENT AND REDEMPTION SCHEDULE

Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
08/01/12	—	—		—	
02/01/13	—	—		—	
08/01/13	—	\$2,420,000		—	

EXHIBIT C**FORM OF REDEMPTION NOTICE****NOTICE OF FULL/FINAL REDEMPTION OF****Albany Unified School District
2004 General Obligation Refunding Bonds**

Maturity Date	Amount Called	Redemption Price (1)	Interest Rate	CUSIP Number
8/1/2014	\$260,000	\$260,000	4.00%	012104 KQ7
8/1/2015	270,000	270,000	4.00	012104 KR5
8/1/2016	280,000	280,000	4.10	012104 KS3
8/1/2017	295,000	295,000	4.20	012104 KT1
8/1/2018	310,000	310,000	4.30	012104 KU8
8/1/2019	320,000	320,000	4.40	012104 KV6
8/1/2021	685,000	685,000	5.00	012104 KW4

(1) Accrued interest to be added.

NOTICE is hereby given that the Albany Unified School District (the "District") has called for redemption on August 1, 2013 (the "Redemption Date"), the outstanding Albany Unified School District 2004 General Obligation Refunding Bonds (the "Bonds"), as described above, at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price").

On the Redemption Date, the Redemption Price will become due and payable upon each Bond and interest with respect thereto shall cease to accrue from and after the Redemption Date.

Payment of principal will be made upon presentation on and after August 1, 2013, at the following addresses:

If by Mail: (Registered Bonds)
U.S. Bank National Association
Corporate Trust Services
P.O. Box 64111
St. Paul, MN 55154-0111

If by Hand or Overnight Mail:
U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Floor Bond Drop Window
St. Paul, MN 55107

Owners of Bonds presenting their certificates in person for the same day payment must surrender their certificate by 1:00 p.m. on the prepayment date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the Bondholder by first class mail.

Interest with respect to the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

If payment of the Redemption Price is to be made to the registered owner of the Bond you are not required to endorse the Bond to collect the Redemption Price.

Under the Economic Growth and Tax Relief Reconciliation Act of 2001 (the "Act") 28% will be withheld if tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

Neither the District nor the Paying Agent shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

Dated: _____, 2012

U.S. Bank National Association, as Paying
Agent

EXHIBIT H

FORM OF 2004A ESCROW AGREEMENT

This Escrow Deposit and Trust Agreement (this "Escrow Deposit and Trust Agreement"), dated May 3, 2012, is by and between the ALBANY UNIFIED SCHOOL DISTRICT, a unified school district duly created and existing pursuant to the laws of the State of California (the "District"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow bank (the "Escrow Bank").

WITNESSETH:

WHEREAS, the District has heretofore issued its Albany Unified School District General Obligation Bonds, Election of 2004, Series A (the "2004A Bonds"), in the original principal amount of \$7,500,000, issued for authorized school purposes, of which \$7,045,000 principal amount remains outstanding;

WHEREAS, the 2004A Bonds were issued under and pursuant to a resolution of the Board of Education of the District, adopted on June 28, 2004A (the "2004A Bond Resolution");

WHEREAS, pursuant to Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code (the "Act"), the District is empowered to issue general obligation refunding bonds;

WHEREAS, the District has determined that it is in the best interests of the District to refund, on an advance basis, the outstanding 2004A Bonds maturing on and after August 1, 2014 (the "Refunded 2004A Bonds") and it is desirable to enter into this Escrow Deposit and Trust Agreement to provide for the refunding of the Refunded 2004A Bonds;

WHEREAS, the Board of Education of the District, by resolution adopted on March 20, 2012 (the "Refunding Bond Resolution"), has authorized the execution and delivery of the District's \$_____ 2012 General Obligation Refunding Bonds (the "2012 Refunding Bonds"), and has determined to use a portion of the proceeds of the 2012 Refunding Bonds to pay the interest on the 2004A Bonds to and including August 1, 2013, and to redeem the outstanding Refunded 2004A Bonds in full on August 1, 2013 (the "Refunded 2004A Bonds Redemption Date"), at a redemption price equal to 100% of the principal amount of the Refunded 2004A Bonds (the "Refunded 2004A Bonds Redemption Price");

WHEREAS, the District, in the Refunding Bond Resolution, has directed that a portion of the proceeds of the sale of the 2012 Refunding Bonds be deposited hereunder, and that such amount will be in an amount sufficient to provide for the payment of interest on the 2004A Bonds to and including August 1, 2013, and to redeem the Refunded 2004A Bonds as described above;

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken by it pursuant to this Escrow Deposit and Trust Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto do hereby agree as follows:

Section 1. Discharge of Bonds. The District hereby irrevocably elects to pay and discharge all indebtedness payable by the District under the 2004A Bond Resolution with respect to the Refunded 2004A Bonds, and to terminate all obligations of the District thereunder with respect thereto.

Section 2. Escrow Fund.

(a) There is hereby established a special fund, to be held in trust by the Escrow Bank for the benefit of the owners of the Refunded 2004A Bonds, to be known as the "Escrow Fund." Upon the issuance of the 2012 Refunding Bonds, there shall be deposited into the Escrow Fund an amount equal to \$ _____, derived from the proceeds of the 2012 Refunding Bonds.

(b) The Escrow Bank shall invest \$ _____ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the Federal Securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$ _____ in cash, uninvested. The Escrowed Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

(c) The Escrow Bank may rely upon the conclusion of _____, as contained in its opinion and accompanying schedules (the "Report") dated May 3, 2012, that the Escrowed Federal Securities mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay the interest on the 2004A Bonds to and including August 1, 2013, and to redeem the outstanding Refunded 2004A Bonds in full on the Refunded 2004A Bonds Redemption Date at the Refunded 2004A Bonds Redemption Price.

(d) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Deposit and Trust Agreement.

(e) Any money left on deposit in the Escrow Fund after payment in full of the Refunded 2004A Bonds, and the payment of all amounts due to the Escrow Bank hereunder, shall be paid to the Treasurer-Tax Collector of Alameda County, for deposit in the Interest and Sinking Fund heretofore established and maintained by the County for the District.

Section 3. Instructions as to Application of Deposit. The moneys deposited in the Escrow Fund pursuant to Section 2 shall be applied by the Escrow Bank for the sole purpose of paying the interest on the 2004A Bonds to and including August 1, 2013, and of redeeming the outstanding Refunded 2004A Bonds in full on the Refunded 2004A Bonds Redemption Date at the Refunded 2004A Bonds Redemption Price, as set forth in Exhibit B attached hereto and by this reference incorporated herein.

The Escrow Bank, in its capacity as paying agent for the Refunded 2004A Bonds is hereby requested, and the Escrow Bank, as paying agent for the Refunded 2004A Bonds, hereby agrees to give timely for redemption of the Refunded 2004A Bonds on the Refunded 2004A Bonds Redemption Date in accordance with the applicable provisions of the 2004A Bond Resolution and the form of redemption notice attached hereto as Exhibit C.

Section 4. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the Refunded 2004A Bonds, in Federal Securities pursuant to written directions of the District; *provided, however*, that (a) such written directions of the District shall be accompanied by (i) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the Federal Securities then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 4 hereof, and (ii) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the Refunded 2004A Bonds, and (b) if the District directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the District shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the District shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 4 and not required for the purposes set forth in

Section 3, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the Treasurer-Tax Collector of Placer County, for deposit in the Interest and Sinking Fund heretofore established and maintained by the County for the 2012 Refunding Bonds.

Section 5. Substitution or Withdrawal of Federal Securities. The District may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the District any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 3 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest on the Refunded 2004A Bonds. In the event that, following any such substitution of Federal Securities pursuant to this Section 5, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 3 hereof, as indicated by such verification, such excess shall be paid to the Treasurer-Tax Collector of Placer County, for deposit in the Interest and Sinking Fund heretofore established and maintained by the County for the 2012 Refunding Bonds.

Section 6. Escrow Bank.

(a) The Escrow Bank shall look solely to the District for compensation for its duties under this Escrow Deposit and Trust Agreement and shall have no right whatsoever against the Escrow Fund for fees, compensation, costs or expenses. The District shall also reimburse the Escrow Bank for out-of-pocket costs such as cost of giving notice of redemption of the Refunded 2004A Bonds, legal fees and other costs and expenses relating hereto, but under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

(b) The District agrees to indemnify the Escrow Bank, its agents and its officers, directors and employees for, and hold the Escrow Bank, its agents and its officers, directors and employees harmless from, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind (including without limitation, reasonable fees and disbursements of counsel or accountants for the Escrow Bank) which may be imposed on, incurred by, or asserted against the Escrow Bank or such other party at any time by reason of, or in connection with, the performance of its duties as Escrow Bank hereunder, unless due to the negligence or willful misconduct of any indemnified party. Such indemnity shall survive the termination or discharge of this Escrow Deposit and Trust Agreement and the earlier removal or resignation of the Escrow Bank.

(c) The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. The Escrow Bank shall have no duty or responsibility under this Escrow Deposit and Trust Agreement in the case of any default by the District in the performance of the covenants or agreements contained in the Refunded 2004A Bond Resolution or in the Refunding Bond Resolution.

(d) The Escrow Bank may consult with counsel of its own choice (which may be counsel for the District) and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

(e) The Escrow Bank shall not be responsible for any of the recitals or representations contained herein, in the Refunded 2004A Bond Resolution or in the Refunding Bond Resolution.

(f) The Escrow Bank may become the owner of, or acquire any interest in, any of the 2012 Refunding Bonds with the same rights that it would have if it were not the Escrow Bank, and may engage or be interested in any financial or other transaction with the District.

(g) The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal, interest, or premiums, if any, on the Refunded 2004A Bonds.

(h) The Escrow Bank shall not be liable for any action or omission of the District under this Escrow Deposit and Trust Agreement, under the Refunded 2004A Bond Resolution or the Refunding Bond Resolution.

(i) Whenever in the administration of this Escrow Deposit and Trust Agreement, the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of the District and shall, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Escrow Deposit and Trust Agreement upon the faith thereof.

(j) The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Escrow Deposit and Trust Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank in accordance with this Escrow Deposit and Trust Agreement and reasonably believed by the Escrow Bank to have been signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

(k) The Escrow Bank may at any time resign by giving written notice to the District of such resignation. The District shall promptly appoint a successor Escrow Bank by the resignation date. Resignation of the Escrow Bank will be effective only upon acceptance of appointment by a successor Escrow Bank. If the District does not appoint a successor, the Escrow Bank may petition any court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Escrow Bank. After receiving a notice or resignation of an Escrow Bank, the District may appoint a temporary Escrow Bank until the District appoints a successor Escrow Bank. Any such temporary Escrow Bank so appointed by the District shall immediately and without further act be superseded by the successor Escrow Bank so appointed.

(l) The Escrow Bank shall perform such duties and only such duties as are specifically set forth in this Escrow Deposit and Trust Agreement, and no implied actions, covenants or obligations shall be read into this Escrow Deposit and Trust Agreement against the Escrow Bank.

(m) None of the provisions of this Escrow Deposit and Trust Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder. The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed. Anything in this Escrow Deposit and Trust Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

(n) Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under this Escrow Deposit and Trust Agreement, shall be the successor to such Escrow Bank without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

(o) The Escrow Bank shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Escrow Bank and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(p) The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Escrow Deposit and Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 7. No Rights to Others. Nothing in this Escrow Deposit and Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the District, the Escrow Bank and the owners of the Refunded 2004A Bonds any legal or equitable right, remedy or claim under or in respect to this Escrow Deposit and Trust Agreement or any covenants, conditions or provisions herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the District, the Escrow Bank and the owners of the Refunded 2004A Bonds.

Section 8. Notices. All notices, requests, demands and other communications under this Escrow Deposit and Trust Agreement by any person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by telex or other telecommunication facility or courier or if mailed by registered or certified mail, postage prepaid, and properly addressed as follows:

(a) if to the District, to Albany Unified School District, 1051 Monroe Street, Albany CA 94706-2213, Attention: Assistant Superintendent, Business Services; and

(b) if to the Escrow Bank, to U.S. Bank National Association, One California Street, Suite 1000, San Francisco, CA 94111, Attention: Corporate Trust Services.

Section 9. Amendment. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Refunded 2004A Bonds then outstanding shall have been filed with the Escrow Bank. This Escrow Deposit and Trust Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the County, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, and (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Refunded 2004A Bonds or the 2012 Refunding Bonds, and that such amendment will not cause interest on the Refunded 2004A Bonds or on the 2012 Refunding Bonds to become subject to federal income taxation.

Section 10. Governing Law. This Escrow Deposit and Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 11. Severability. In case any one or more of the provisions contained in this Escrow Deposit and Trust Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Deposit and Trust Agreement, but this Escrow Deposit and Trust Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

Section 12. Counterparts. This Escrow Deposit and Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts,

or as many of them as the District and the Escrow Bank shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 13. Business Days. Whenever any act is required by this Escrow Deposit and Trust Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

IN WITNESS WHEREOF the parties hereto have caused this Escrow Deposit and Trust Agreement to be executed in their respective names by their respective duly authorized officers, all as of the day and year first above written.

ALBANY UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank

By _____
Name _____
Title _____

EXHIBIT A

SCHEDULE OF ESCROWED FEDERAL SECURITIES

Type	Maturity	Coupon	Principal	Price	Cost	Accrued	Total
SLGS	08/01/12						
SLGS	02/01/13						
SLGS	08/01/13						

EXHIBIT B
PAYMENT AND REDEMPTION SCHEDULE

Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
08/01/12	—	—		—	
02/01/13	—	—		—	
08/01/13	—	\$6,540,000		—	

EXHIBIT C

FORM OF REDEMPTION NOTICE

NOTICE OF FULL/FINAL REDEMPTION OF

**Albany Unified School District
General Obligation Bonds, Election of 2004, Series A**

Maturity Date	Amount Called	Redemption Price (1)	Interest Rate	CUSIP Number
8/1/2014	\$ 275,000	\$ 275,000	3.60%	012104 LF0
8/1/2015	285,000	285,000	3.70	012104 LG8
8/1/2016	295,000	295,000	3.80	012104 LH6
8/1/2017	310,000	310,000	3.85	012104 LJ2
8/1/2018	320,000	320,000	3.90	012104 LK9
8/1/2019	330,000	330,000	4.00	012104 LL7
8/1/2020	345,000	345,000	4.00	012104 LM5
8/1/2021	360,000	360,000	4.05	012104 LN3
8/1/2022	375,000	375,000	4.10	012104 LP8
8/1/2023	390,000	390,000	4.15	012104 LQ6
8/1/2024	405,000	405,000	4.20	012104 LR4
8/1/2025	420,000	420,000	4.25	012104 LS2
8/1/2027	900,000	900,000	4.40	012104 LT0
8/1/2030	1,530,000	1,530,000	4.50	012104 LU7

(1) Accrued interest to be added.

NOTICE is hereby given that the Albany Unified School District (the "District") has called for redemption on August 1, 2013 (the "Redemption Date"), the outstanding Albany Unified School District General Obligation Bonds, Election of 2004, Series A (the "Bonds"), as described above, at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption (the "Redemption Price").

On the Redemption Date, the Redemption Price will become due and payable upon each Bond and interest with respect thereto shall cease to accrue from and after the Redemption Date.

Payment of principal will be made upon presentation on and after August 1, 2013, at the following addresses:

If by Mail: (Registered Bonds)
U.S. Bank National Association
Corporate Trust Services
P.O. Box 64111
St. Paul, MN 55154-0111

If by Hand or Overnight Mail:
U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Floor Bond Drop Window
St. Paul, MN 55107

Owners of Bonds presenting their certificates in person for the same day payment must surrender their certificate by 1:00 p.m. on the prepayment date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the Bondholder by first class mail.

Interest with respect to the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

If payment of the Redemption Price is to be made to the registered owner of the Bond you are not required to endorse the Bond to collect the Redemption Price.

Under the Economic Growth and Tax Relief Reconciliation Act of 2001 (the "Act") 28% will be withheld if tax identification number is not properly certified. The Form W-9 may be obtained from the Internal Revenue Service.

Neither the District nor the Paying Agent shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

Dated: _____, 2012

U.S. Bank National Association, as Paying
Agent

EXHIBIT I

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the ALBANY UNIFIED SCHOOL DISTRICT (the "District") in connection with the issuance by the District of its \$ _____ Albany Unified School District (Alameda County, California) 2012 General Obligation Refunding Bonds. (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Board of Education of the District on March 20, 2012 (the "Resolution"). The District covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

"*Annual Report*" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Beneficial Owner*" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Dissemination Agent*" shall mean KNN Public Finance or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation. In the absence of such a designation, the District shall act as the Dissemination Agent.

"*EMMA*" or "*Electronic Municipal Market Access*" means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

"*Listed Events*" shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Participating Underwriter*" shall mean the original underwriter of the Bonds, required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report*. The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (which currently ends on June 30), commencing with the report for the 2011-12 Fiscal Year, which is due not later than March 31, 2013, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this

Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year.* If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent.* Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the District.

(d) *Report of Non-Compliance.* If the District is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the District shall send a notice to EMMA substantially in the form attached hereto as Exhibit A. If the District is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification.* The Dissemination Agent shall, if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the District for the preceding fiscal year, prepared in accordance generally accepted accounting principles. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited final statements of the District, the Annual Report shall also include financial and operating data with respect to the District for preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the official statement for the Bonds, as follows:

- (i) Adopted budget of the District for the most recent fiscal year, or a summary thereof;
- (ii) Average daily attendance figures for the most recent fiscal year;
- (iii) Outstanding indebtedness and obligations of the District as of the end of the most recent fiscal year;
- (iv) Information regarding total assessed valuation of taxable properties within the District, if and to the extent provided to the District by the County; and
- (v) Information regarding total secured tax charges and delinquencies on taxable properties within the District, if and to the extent provided to the District by the County.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on EMMA. The District shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The District shall, or shall cause the Dissemination (if not the District) to, give notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (3) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (4) Substitution of credit or liquidity providers, or their failure to perform.
- (5) Defeasances.
- (6) Rating changes.
- (7) Tender offers.
- (8) Bankruptcy, insolvency, receivership or similar event of the obligated person.
- (9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(b) *Material Reportable Events.* The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (1) Non-payment related defaults.
- (2) Modifications to rights of security holders.
- (3) Bond calls.
- (4) The release, substitution, or sale of property securing repayment of the securities.
- (5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
- (6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in

subsections (a)(5) and (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Resolution.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent*. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the District, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the District. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bondholder, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the District shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the District.

(b) *Compensation of Dissemination Agent*. The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the District from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the District, owners or Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the District or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the District. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

(c) *Responsibilities of Dissemination Agent*. In addition of the filing obligations of the Dissemination Agent set forth in Sections 3(e) and 5, the Dissemination Agent shall be obligated, and hereby agrees, to provide a request to the District to compile the information required for its Annual Report at least 30 days prior to the date such information is to be provided to the Dissemination Agent pursuant to subsection (c) of Section 3. The failure to provide or receive any such request shall not affect the obligations of the District under Section 3.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the District that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances*. If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date*. The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time

of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion.* The amendment or waiver either (i) is approved by the Bondholders in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Bondholders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the District shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have the same rights, privileges and immunities hereunder as are afforded to the Paying Agent under the Resolution. The obligations of the District under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: May 3, 2012

ALBANY UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

ACKNOWLEDGED:

KNN PUBLIC FINANCE, as Dissemination Agent

By _____
Name _____
Title _____

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Albany Unified School District

Name of Issue: \$ _____ Albany Unified School District (Alameda County, California) 2012 General
Obligation Refunding Bond

Date of Issuance: May 3, 2012

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate dated May 3, 2012, furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

KNN PUBLIC FINANCE, as Dissemination Agent

By _____
Name _____
Title _____

cc: Paying Agent

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

P195

Regular Meeting of March 20, 2012

**ITEM: CONDUCT A PUBLIC HEARING TO SUNSHINE
NEGOTIATION PROPOSAL FROM
ALBANY TEACHERS' ASSOCIATION TO AUSD**

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

State law requires initial proposals for negotiations to be "sunshined" in a public hearing to allow the public to make comments and provide input.

FINANCIAL INFORMATION:

RECOMMENDATION:

CONDUCT PUBLIC HEARING AND RECEIVE COMMENTS.

Albany Teacher's Association: Sunshining of Proposals 2012-2013

Pursuant to Article 8, Section 3547 of the Education Employment Relations Act (EERA), please consider this to be a formal opening of negotiations between The Albany Teachers Association (ATA) and the Albany Unified School District. ATA, like the District, has a commitment to student success, fiscal responsibility, long-term stability, and professionalism. In keeping with these principals, ATA is opening the following articles of the collective bargaining agreement for negotiations:

Article 1 - Agreement

Article 11 - Salary

Article 18 – Class Size

Article 30 – Working Conditions

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

P197

Regular Meeting of March 20, 2012

**ITEM: CONDUCT A PUBLIC HEARING TO SUNSHINE
NEGOTIATION PROPOSAL FROM
AUSD TO ALBANY TEACHERS' ASSOCIATION**

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

State law requires initial proposals for negotiations to be "sunshined" in a public hearing to allow the public to make comments and provide input.

FINANCIAL INFORMATION:

RECOMMENDATION:

CONDUCT PUBLIC HEARING AND RECEIVE COMMENTS.

Sunshine the Initial Proposal of the Albany Unified School District to the Albany Teachers Association

The District has an interest in exploring and discussing the following articles for collective bargaining with ATA.

District's Initial Bargaining Proposal:

- Article 12 Health & Welfare Benefits
- Article 13 Retirement Fringe Benefits.
- Article 17 Leaves

Specific proposals to be presented at the time of bargaining.

The district will explore the following article by mutual agreement

- Calendar (2014-15)
- Evaluation

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP****Regular Meeting of March 20, 2012**

ITEM: **APPROVE RESOLUTION 2011-12-14, CERTIFICATED
ASSIGNMENTS OUTSIDE CREDENTIAL AUTHORIZATION**

PREPARED BY: Cynthia Attiyeh, Human Resources Administrator

TYPE OF ITEM: **REVIEW AND ACTION**

BACKGROUND INFORMATION:

On occasion teachers are authorized by Ed Code to teach outside their credential authorization. In this instance, Regional Occupational Program (ROP) classes are being offered at Albany High School in Video. The teacher has experience in the industry in which he is teaching and has been approved by the ROP representative who oversees the local programs. The teacher has extensive experience in web development, which is the focus of the computer science class.

FINANCIAL INFORMATION:

Funding Source: N/A

RECOMMENDATION: Approve the Resolution 2011-12-14, Certificated Assignments
Outside Credential Authorization

Albany Unified School District
Board of Education

Resolution **2011-12-14**
Certificated Assignments Outside Credential Authorization

WHEREAS, California Education Code Section 44258.7 stipulates in part that.. "A teacher employed on a full-time basis who teaches kindergarten or any of grades 1- to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation..."

WHEREAS, the following Albany Unified School District certificated employees have indicated their consent and verified their qualifications as outline in Education Code Sections 44258.7

Employee	School Site	2010-2011 Assignment	Ed. Code Section
Castle, Jeff	Albany High	ROP Video	44258.7
Castle, Jeff	Albany High	Computer Science	44258.7

NOW, THEREFORE BE IT RESOLVED THAT THE Board OF Education of the Albany Unified School District, in conformance with Education Code Sections 44258.7 authorizes the above certificated employees to teach outside their assigned credential authorization for the 2011-2012 school year.

PASS AND ADOPTED THIS 20th day of March 2012, by the Board of Education of the Albany Unified School District.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Marla Stephenson, Superintendent

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP****Regular Meeting of March 20, 2012****ITEM:** Recommendation to Designate Certificated Employees to Permanent and Probationary Status**PREPARED BY:** Cynthia Attiyeh, Human Resources Administrator**TYPE OF ITEM:** ACTION**BACKGROUND INFORMATION:**

In accordance with California Education Code Section 44911 and 44915, the Superintendent is recommending the following employees to Permanent and Probationary Status effective 2011-2012 School Year.

Permanent

Name	FTE
Avery, Leone	0.6
Westwood, Corby	0.2

Probationary II

None

Probationary 1

None

FINANCIAL INFORMATION:

No fiscal impact.

RECOMMENDATION: APPROVE recommendation to move certificated teachers to permanent and probationary status.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of March 20, 2012

**ITEM: ALBANY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
GOVERNANCE HANDBOOK**

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: REVIEW AND DISCUSSION

BACKGROUND INFORMATION:

Albany Unified School District Board of Education Governance Handbook, affirmed on January 31, 2011 and amended on August 2, 2011, is attached to continue the review and discussion that began at the January 17, 2012 and February 7, 2012 meetings.

Proposed revisions are noted.

FINANCIAL INFORMATION:

NONE.

RECOMMENDATION:

**REVIEW AND DISCUSS ALBANY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
GOVERNANCE HANDBOOK.**



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District Administration
Marla Stephenson, *Superintendent*
Laurie Harden, *Assistant Superintendent*

Board of Education
Paul Black
Jonathan Knight
Patricia Low
Allan Maris
Ronald Rosenbaum

Albany Unified School District

School Board

Governance Handbook

**Thoughts on school boards, education and governance
contributed by Albany Unified School Board Trustees**

"Every law not based on wisdom is a menace to the state."

—Frederick Wellington Ruckstull

"Vision without action is merely a dream. Action without vision just passes the time. Vision with action can change the world."

—Joel Barker

"Our progress as a nation can be no swifter than our progress in education."

—John F. Kennedy

"Public education is the key civil rights issue of the 21st century. Our nation's knowledge-based economy demands that we provide young people from all backgrounds and circumstances with the education and skills necessary to become knowledge workers. If we don't, we run the risk of creating an even larger gap between the middle class and the poor. This gap threatens our democracy, our society and the economic future of America."

—Eli Broad

ALBANY UNIFIED SCHOOL DISTRICT
SCHOOL BOARD GOVERNANCE HANDBOOK
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I. UNITY OF PURPOSE

AUSD Mission Statement
Created October 2 and 3, 2009 by the
Strategic Planning Committee
Adopted by the Board on April 20, 2010

The mission of AUSD is to provide excellence in public education, that empowering ~~ing~~ all to achieve their fullest potential as productive citizens. AUSD is committed to creating comprehensive learning opportunities in a safe, supportive, and collaborative environment, addressing the individual needs of each student.

**Values and Beliefs that helped to form
the Mission Statement
Created October 2 and 3, 2009 by the
Strategic Planning Committee
Adopted by the Board on April 20, 2010**

- A safe and supportive learning environment for all promotes student achievement and embraces diversity within our community.
- Teachers, support staff, administrators, ~~parents,~~ families and the community share the responsibility for advancing the school system mission, goals, and promoting learning across the system.
- Each student is a valued individual with unique physical, social, and emotional needs.
- All students can develop a deep understanding of essential knowledge and skills, apply their learning, produce quality work, think critically, and become contributing members of society.

Albany Unified School District Strategic Plan Goals
Created by the
Action Planning Teams – October 2009 to January 2010
Adopted by Board of Education on April 20th, 2010

Goals for Strategy 1
Provide a comprehensive educational experience with expanded opportunities for demonstrating and assessing student growth.
<ul style="list-style-type: none"> • Goal 1: Develop a systematic and periodic process for assessing student learning using multiple measures.
<ul style="list-style-type: none"> • Goal 2: Implement an array of strategies to increase engagement of all students.
<ul style="list-style-type: none"> • Goal 3: Foster student's social and emotional growth.

Goals For Strategy 2
We will identify individual social, emotional, and academic needs and apply collaborative appropriate interventions.
<ul style="list-style-type: none"> • Goal 1: AUSD will provide time for regular collaboration between district staff/families and other stakeholders to identify students' needs and develop/implement appropriate interventions.
<ul style="list-style-type: none"> • Goal 2: AUSD will regularly review and refine existing interventions and support programs and create/implement new ones as needed. Decisions will reflect current research and best practices.
<ul style="list-style-type: none"> • Goal 3: AUSD will regularly review and refine existing policies and procedures and create new ones as needed that reflect current research and best practices regarding students' physical and social/emotional well being. This may include areas such as sleep, nutrition, exercise, school scheduling and homework.
<ul style="list-style-type: none"> • Goal 4: There will be an increase in students who have a positive relationship or connection with staff/peers, feel safe and have expanded opportunities to be involved at school.

Goals For Strategy 3

We will enhance the leadership capacity at the site, district, and community levels for collaborating with all stakeholders in making decisions, communicating, and assessing site and district goals.

- Goal 1: Collaboratively create an annual district-wide plan for professional/leadership development, anticipating expected changes, for members of the Learning Community.
- Goal 2: Develop a model for proactive and effective decision-making.
- Goal 3: Improve Communication Protocols

CSBA Effective Governance System



I. THE TRUSTEE INDIVIDUAL'S ATTITUDE

- I keep learning and achievement for all students as the primary focus.
- I value, support and advocate for public education.
- I respect differences of perspective and style on the board and among staff, students, parents and the community.
- I understand that manner and behavior make a difference.
- I keep confidential information confidential.
- I commit the time and energy necessary to be an informed and effective leader.
- I understand the role and responsibilities of the board.
- I understand that authority rests with the board as a whole.
- I work hard to build and sustain an effective governance team.

ACSA Superintendent's Governance Standards

II. THE GOVERNANCE TEAM AT THE BOARD TABLE

Unity of Purpose

Role

Culture

Structure & Process

- We keep the district focused on learning and achievement for all students.
- We communicate a common vision.
- We are focused, remain on task and are consistent.
- We operate openly, with trust and integrity.
- We govern in a dignified and professional manner, treating everyone with civility and respect.
- We govern within board-adopted policies and procedures.
- We take collective responsibility for the board's performance.
- We periodically evaluate our own effectiveness.
- We ensure opportunities for the diverse range of views in the community to inform board deliberations.

III. THE BOARD'S RESPONSIBILITIES

- We set the direction.
- We establish the structure.
- We provide support.
- We ensure accountability.
- We act as community leaders.

Job Areas

Setting the District's Direction

Student Learning and Achievement

Finance and Facilities

Human Resources

Policy and Judicial Review

Collective Bargaining

Community Relations and Advocacy

STUDENT LEARNING AND ACHIEVEMENT

II. CSBA EFFECTIVE GOVERNANCE SYSTEM DIAGRAM

Current Trends and Issues in Public Education System

Revision 8 - January 2005

©2005 California School Boards Association

III. AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

Governance Team Norms and Protocols:

The Board of Education for the Albany Unified School District is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public interest in schools, and to ensure that a high quality of education is provided to each student.

The Board and Superintendent must function together as a governance leadership team in order to effectively meet district challenges. Agreed upon behaviors, or norms, and operating procedures, or protocols, support consistent behaviors and actions among team members. The purpose of the governance team agreements is to ensure a positive and productive working relationship among Board members, the Superintendent, district staff, students and the community. The following norms and protocols were developed for and by the members of the governance team, and may be modified over time as needed.

Our Agreements to Facilitate Governance Leadership:

NORMS:

- Meeting Guidelines

PROTOCOLS:

- Bringing up new ideas or agenda items
- Agenda questions asked before a Board meeting
- Using Board meetings as strategic leadership tools
- Spokesperson for the governing team, Board, district
- Board members' role in public
- Handling concerns/complaints from the public and staff
- Requests for information
- A District Wide Emergency
- Evaluation of the Superintendent
- Self monitoring of governance team effectiveness

We have reviewed and agreed to the aforementioned governance team norms and protocols in order to support a positive and productive working relationship among the Albany Unified District Board of Education, staff, students and the community. We shall review and renew these agreements annually.

Affirmed on this 31st day of January 2011

~~Pat Low~~, Paul Black Board President
 Vice-President

~~Paul Black~~, Jonathan Knight Board

 Ron Rosenbaum, Trustee

 Allan Maris, Trustee

~~Pat Low~~~~Jonathan Knight~~, Trustee
 Superintendent

 Marla Stephenson,

Meeting Guidelines: Norms

We agree to:

- Maintain a focus on what is best for our students.
- Show respect (never dismiss/devalue others).
- Be willing to compromise.
- Disagree (if necessary) agreeably.
- Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view.
- Participate by building on the thoughts of a fellow Board member.
- Make a commitment to open communication and honesty, no surprises.
- Commit the time necessary to govern effectively.
- Be collaborative.
- Maintain confidentiality (which leads to the building of trust).
- Look upon history as lessons learned; focus on the present and the future.

(To be listed on the first page of meeting agendas.)

Protocols to Support Effective Governance

Issue: Bringing up new ideas or agenda items

Principles: Board Members should have the opportunity to bring up new ideas or subjects of interest for future Board meeting agendas and must understand the process in order to do so. Creating a clearly defined process develops consistency, maintains trust and provides a process to think through issues that might have merit. Staff focus, energy and time, as well as other district resources must be focused on achieving the agreed upon district vision, goals and objectives and should not be diluted by new projects or the interests of individual Board members. The Board as a whole makes the determination of whether or not items of individual interest are added to a future agenda. We must honor the intent of the Brown Act and provide opportunities for members of the staff and the public to inform and hear Board deliberations on all agenda items if they choose to do so.

Protocol:

- A Board member's first step will always be to discuss the new topic or idea with the Superintendent.
- Individual Board members may bring up a new idea or request a future agenda item by explanation during "Board & Superintendent Comments" at the end of the meeting.
 - The Board President will ask the Superintendent for any comments on the item.
 - If there are at least two Board members who wish to place the item on the agenda, the agenda planning committee (consisting of the Superintendent, Board president and vice-president) will consider whether the item should be placed on the agenda or other action such as the forming of a subcommittee should be taken.
- All new ideas or agenda item topics will be weighed against their effect on staff's ability to accomplish the district vision and goals (strategic plan).

~~—Consideration will include: the impact of the new agenda item or topic on agreed upon district priorities/goals and the shift of staff time, and energy away from their primary responsibilities relative to achieving district goals.~~

Issue: Agenda questions asked before a Board meeting

Principles: Staff members' time and expertise should be treated with respect by Board members. Prior to a public Board meeting, if a Board member has questions of clarification or requests for more information about an agenda item, the Board member should let the staff member know ahead of time so as not to surprise them and to allow them to prepare their response for the public meeting.

Protocol:

- A Board member should read all the information in the agenda packet of a meeting ahead of time.
- If the Board member has questions of clarification or requests for information, s/he should contact the Superintendent first so the Superintendent can channel the information to the appropriate staff member.
- The Superintendent should then share the requested information with all Board members.

Issue: Purpose of the Consent Calendar

Principles: Board members should keep in mind that the purpose of the consent calendar is to expedite the handling of routine business.

Protocol:

- Board members should not discuss or pull any items unless it is very important to do so.
- Questions on the consent calendar, once asked and answered in advance of a Board meeting, should not be asked again at the meeting unless the Board member feels there is information that is important for the public to know, or unless the member wants a separate vote on the item. In the latter case, the member should ask that the item be pulled from the consent calendar.

Issue: Using Board meetings as strategic leadership tools

Principles: Board meetings are opportunities to strategically move the district forward, and to communicate direction, district priorities and progress to the community. When the public understands the process and the thinking behind Board decisions, there is generally more community support for the decision.

Protocol:

- Trustees and the Superintendent will regularly link Board meeting agenda items and discussions to the district vision, goals and strategic plan.
- Trustees will ask clarifying questions about agenda items in order to demonstrate and make as clear and transparent as possible the dialogue leading up to decisions made by the Board.
- At the end of each discussion, the president will sum up the points of view and any consensus reached and ask the members to confirm whether the summary is accurate.
- When a Board member makes a motion, if necessary the president will clarify the meaning of a yes or no vote on the motion. After a vote, the president will clarify for staff and the public the meaning of the vote. This clarification will be memorialized in the minutes along with the numbers of ayes, nays, and abstentions.

Issue: Use of Abstentions

Principles: The public has the right to know how a Board member stands on any issue that comes to a vote. Abstentions should never be used to avoid making a hard choice or taking a definite stand.

Protocol:

- When called on to vote, each member will vote aye or nay unless the member has a financial conflict of interest, as defined by Board policy and Ed code.
- If a member feels that there is insufficient information to vote on a motion, rather than abstaining from voting on the motion, that

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member should move that the motion be pulled for lack of information and placed on a later agenda.

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Issue: Timing of Board Meetings.

Principles: The Board and the public should understand the relative importance of a meeting agenda item and know when to anticipate the discussion of an item of interest.

Protocol:

- Each item on the meeting agenda will include the time for discussion and the amount of time reserved for that item.
- The Board president or designee will keep track of the time and if it appears that any item will take more than five minutes over the time allotted for it, the president will ask the Board to indicate by the showing of hands whether they want to continue discussion of the item and, if so, by how long.

Issue: Minimizing Environmental Impact

Principles:

The Board desires to minimize the environmental impact of the printing of Board agendas and ancillary materials

Protocol:

- The district will distribute all Board-meeting-related materials electronically rather than on paper to the degree practicable and allowed by law.

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Issue: Spokesperson for the governing team, Board, district

Principles: Board members should be courteous to the media. It is important for the Board and staff to have a consistent, clear message on issues.

Protocol:

- Board members should refer all members of the press to the Superintendent for comment.

- Should a Board member choose to comment in response to a question from the press, the Board member will preface the comment with "I am speaking as an individual not for the Board of Education. My comments are mine alone and do not necessarily reflect those of other Board members or the Albany Unified School District." If the Board of Education has made a decision or approved a policy, a Board member may state what the Board of Education's position is.
- The Superintendent will communicate with members of the Board when issues occur that may entail media interest to explain what is happening and what his/her response/message to the community is.
- The Superintendent will communicate with the Board members if it is necessary or appropriate to have a spokesperson for the Board on an issue to the media. In addition, the Superintendent and designated spokesperson for the Board will confer on appropriate talking points for the media.
- If asked to comment on a matter of policy about which the Board has not yet reached a consensus or held a vote, the superintendent will state only that the matter has not yet been decided by the Board.

Issue: Board members' role in public

Principles: Trustees are a resource to the community about pending decisions, issues and new programs. ~~The public understands that~~ the final authority rests with the Board as a whole, not individual Board members.

Protocol:

- As new programs and issues are introduced, the Superintendent will prepare talking points for trustees covering the scope of the issue or program.
- The Board and Superintendent will link, when possible, the program and issue to the vision, goals and strategic plan of the district.
- When a trustee is approached by a community member about a pending decision, issue or new program, the trustee will clarify questions and provide objective information.
- The trustee will remind the public that the role of the Board and the individual trustees is to make decisions that benefit ALL students.

- The trustee will remind the public that deliberation leading to decision making will take place at open, public Board meetings.
- When the Board has reached a consensus or voted on an issue, any Board member who disagrees with the majority decision will nevertheless work in concert with the majority to implement the decision.
- If asked about the decision, the Board member should make an honest effort to convey the Board decision and explain the reasoning of the majority

Issue: Acting as a parent and a board member.

Principles: Board members who have children enrolled in the district should articulate how their own children's experience in the schools may affect their opinions and judgment with regard to board decisions. Board members' experience as parents in the district can be helpful in informing the board as they create policy and make decisions.

Protocol:

- Board members should identify, in open session, any agenda items being discussed and voted upon that may directly impact the education of their child (children).
- If a board member believes that s/he cannot vote on an item because of a bias towards a decision that would benefit his or her child or children's educational experience to the detriment of the education of other students in the district, s/he should recuse him or herself from voting on that agenda item.
- While board members have the right to request that their child or children's privacy be respected, it is acceptable for other board members or members of the public to ask whether a board member's decision is being inordinately affected by a concern for their own child's benefit.

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Issue: Handling concerns/complaints from the public and staff: (Uniform Complaint Policy required)

Principles: Board members should be responsive to the community and be good listeners. It's important for members of the governance team to be consistent in their responses to staff and the community. Board members need to stay within their function and not attempt to personally "fix" the problem. There are staff members whose job it is to remedy or deal with student and staff situations. Students and staff members have due process and confidentiality rights that cannot be violated. The School Board is potentially the "Court of Last Resort" and members who have been too involved early in the situation may not be able to participate in a final hearing.

Protocol:

- When someone complains to us, we will listen carefully, remembering we are only hearing one side of the story, then, depending on the severity and nature of the complaint we will consult with the Superintendent in order to direct that person to the staff member in the district most appropriate and able to help them resolve their concern.
- Board member will seek approval to share
- If no approval is given – no sharing will happen
- We will communicate to the Superintendent the communication we had with the complainant.
- We will make sure they understand the appropriate order of whom to contact (teacher, then principal, then district staff) and are aware of any formal forms or policies that might assist them (e.g., the uniform complaint form on the website).
- We should clarify that one Board member has no individual authority to fix a problem.
- As a representative of the public, it is important that the Board member invite the person with the complaint to get back to him/her if the issue is not resolved.

Issue: Requests for information

Principles: Board Members should be sensitive to the workload of the staff and as to whether their requests are necessary for effective decision making and to further the goals of the district. Staff should communicate

effectively with Board members to clarify the urgency and nature of the Board member's request.

Protocol:

- Board members requesting information will contact the Superintendent. The Superintendent may direct a trustee to the appropriate staff member or will work with staff to provide the information.
- Board members will be mindful of the workload of staff and will self-monitor requests to ensure that one member's request will not divert an inappropriate amount of time from staff efforts to achieve district goals.
- Board members should always direct requests to the Superintendent and ask other staff members for information only if directed to do so by the Superintendent.
- If the Superintendent feels a request is unreasonable or too time consuming, the Superintendent should bring the issue up with the president.
- The president should talk with the Board member to resolve the issue.
- If no resolution can be found (or if the person making the request is the president), then the Board member should request that the question be agenized using the procedure described elsewhere in this handbook.
- If the majority of the Board agrees that staff should take the time necessary to answer the question, they can direct the Superintendent to do so.
- Answers to information requests will be distributed to all trustees.
- When Board members request information that is not readily available, the Superintendent and/or staff will provide a time frame for when to expect an answer.

Issue: A District Wide Emergency

Principles: Board Members should be informed and kept updated about the state of emergency by the Superintendent or designee as soon as possible.

Protocol: The Superintendent or designee will inform the president of the Board as soon as possible as to the nature of the emergency and will keep the Board president updated with regard to actions leading to resolution of the emergency. The Board president or designee is responsible for relaying information to all other Board members.

Issue: Evaluation of the Superintendent

Principles: The Board uses the Superintendent evaluation as an important leadership tool to focus and align all district efforts. The process should provide an opportunity to acknowledge and commend the Superintendent's accomplishments. The evaluation should support the growth of the Superintendent and sustained improvement for the district and, if necessary, identify areas that need to be addressed by the Superintendent to ensure continuous progress.

Protocol:

- The Board will schedule an annual review of the Superintendent and make any adjustments necessary to the district's goals and strategic plan.
- The annual review of the Superintendent will be noted in the Governance Calendar.
- The Board president will compile the individual performance reviews from each Trustee prior to the performance evaluation meeting.
- The Board president facilitates consensus and summarizes average rankings. Any minority view will be reflected in the narrative.
- The Superintendent will have the opportunity to provide a written response to the review.

Issue: Self-monitoring of governance team effectiveness

Principles: The governance team should be committed to increasing its effectiveness. In addition, the process of self-monitoring should help raise community awareness about the role of the school Board in the district and the community.

Protocol:

- Annually, the Board will conduct a self-evaluation survey such as that published by the California School Boards Association.
- Annually, the Board will review the Governance Handbook.
- Annually, the Board will conduct a survey of management staff that includes the CSBA self-evaluation survey and any feedback they have to the Board with regard to the norms and protocols outlined in the Governance Handbook.

Protocols to Consider
(insert)

PROTOCOLS TO CONSIDER

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 1. Orientation of school board candidates |
| <input type="checkbox"/> | 2. Welcoming new members to the board |
| <input type="checkbox"/> | 3. Communication among governance team members |
| <input type="checkbox"/> | 4. Acting as a parent |
| <input type="checkbox"/> | 5. Role and responsibilities of the board president / officers |
| <input type="checkbox"/> | 6. Using board meetings as strategic leadership tools |
| <input type="checkbox"/> | 7. Study sessions / conversation meetings |
| <input type="checkbox"/> | 8. Placing items on the board meeting agenda (<i>bylaw required</i>) |
| <input type="checkbox"/> | 9. Bringing up new ideas or agenda items |
| <input type="checkbox"/> | 10. Developing the board meeting agenda |
| <input type="checkbox"/> | 11. Agenda questions answered before a meeting |
| <input type="checkbox"/> | 12. Board member reports at board meetings |
| <input type="checkbox"/> | 13. Staff reports to the board |
| <input type="checkbox"/> | 14. Deliberation and decision-making at board meetings |
| <input type="checkbox"/> | 15. Explaining "no" votes |
| <input type="checkbox"/> | 16. Individual board member requests for information, materials, or action |
| <input type="checkbox"/> | 17. Sharing personal expertise / i.e.: Sharing information w/other board members for decision-making |
| <input type="checkbox"/> | 18. Addressing conflict among board members |
| <input type="checkbox"/> | 19. Allowing majority vote to set the direction |
| <input type="checkbox"/> | 20. Meeting Guidelines for board and other district meetings |
| <input type="checkbox"/> | 21. Public comment section of board meetings |
| <input type="checkbox"/> | 22. Handling concerns/complaints from the community (<i>Uniform Complaint Policy required</i>) |
| <input type="checkbox"/> | 23. Handling concerns/complaints from staff |
| <input type="checkbox"/> | 24. Spokesperson(s) for the Governance Team / Board / District |
| <input type="checkbox"/> | 25. Board opinion vs. individual opinion |
| <input type="checkbox"/> | 26. Speaking with a common voice -- (developing and using key messages) |
| <input type="checkbox"/> | 27. Board member appointment to district committees -- role and authority |
| <input type="checkbox"/> | 28. Managing difficult topics/issues in an atmosphere of mutual respect |
| <input type="checkbox"/> | 29. Visiting schools |
| <input type="checkbox"/> | 30. Electronic media at board meetings |
| <input type="checkbox"/> | 31. Self monitoring of governance team effectiveness |



California School Boards Association

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

P225

Regular Meeting of March 20, 2012

ITEM: PROPOSED NEW BOARD POLICY 5148.3 – PRESCHOOL/
EARLY CHILDHOOD EDUCATION

PREPARED BY: Marsha A. Brown, Director III – Student Services

TYPE OF ITEM: REVIEW & DISCUSSION

BACKGROUND INFORMATION:

When a district chooses to operate preschool or early childhood education programs, it is recommended that the district's Board of Education adopt a Board policy related to such programs.

The District has been operating preschool/early childhood education programs for a number of years. This proposed Board Policy is being brought forward for consideration and discussion.

FINANCIAL INFORMATION:

None

RECOMMENDATION:

Conduct a first reading of proposed new Board Policy 5148.3 – Preschool/ Early Childhood Education

Albany USD

Board Policy

Preschool/Early Childhood Education

BP 5148.3

Students

The Governing Board recognizes that high-quality preschool experiences for children ages 3-4 years help them develop knowledge, skills, and attributes necessary to be successful in school and provide for a smooth transition into the elementary education program. Such programs should provide developmentally appropriate activities in a safe, well-supervised, cognitively rich environment.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

Collaboration with Community Programs

The Superintendent or designee may collaborate with other agencies, organizations, the county office of education, and private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a community-wide plan to increase children's access to high-quality preschool programs.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

Information about preschool options in the community shall be provided to parents/guardians upon request.

The Superintendent or designee shall establish partnerships with feeder preschools to facilitate articulation of the preschool curriculum with the district's elementary education program.

District Preschool Programs

When the Board determines that it is feasible, the District may provide preschool services in facilities at or near District schools.

The Board shall set priorities for establishing or expanding services as resources become available. In so doing, the Board shall give consideration to the benefits of providing early education programs for at-risk children.

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.4 - Quality Education Investment Schools)
 (cf. 6171 - Title I Programs)

On a case-by-case basis, the Board shall determine whether the district shall directly administer preschool programs or contract with public or private providers to offer such programs.

Facilities for preschool classrooms shall be addressed in the District's comprehensive facilities plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations.

(cf. 7110 - Facilities Master Plan)
 (cf. 7210 - Facilities Financing)

To enable children of working parents/guardians to participate in the district's preschool program, the Superintendent or designee shall recommend strategies to provide a full-day program and/or to link to other full-day child care programs in the district or community to the extent possible.

(cf. 5148 - Child Care and Development)
 (cf. 5148.1 - Child Care Services for Parenting Students)
 (cf. 5148.2 - Before/After School Programs)

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning. Program staff shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

(cf. 1240 - Volunteer Assistance)
 (cf. 6020 - Parent Involvement)

The District's program shall be aligned with preschool learning foundations published by the California Department of Education which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. Program components shall address social-emotional, physical, and cognitive development in key areas that are necessary for kindergarten readiness.

The District's preschool program shall provide appropriate services to support the needs of English learners and children with disabilities.

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
 (cf. 6174 - Education for English Language Learners)

To maximize the ability of children to succeed in the preschool program, program staff

shall support children's health through proper nutrition and physical activity and shall provide or make referrals to health and social services.

(cf. 3550 - Food Services/Child Nutrition Program)
 (cf. 5030 - Student Wellness)
 (cf. 5141.32 - Health Screening for School Entry)
 (cf. 5141.6 - School Health Services)

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in District preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)
 (cf. 4112.4/4212.4/4312.4 - Health Examinations)
 (cf. 4112.5/4312.5 - Criminal Record Check)
 (cf. 4131 - Staff Development)
 (cf. 4212.5 - Criminal Record Check)
 (cf. 4222 - Teacher Aides/Paraprofessionals)
 (cf. 4231 - Staff Development)
 (cf. 4331 - Staff Development)

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The Superintendent or designee shall regularly report to the Board regarding enrollments in District preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)
 (cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

8200-8499.10 Child Care and Development Services Act, especially:
 8200-8209 General provisions for child care and development services
 8230-8233 Migrant child care and development program
 8235-8239 California state preschool program
 8250-8252 Programs for children with special needs
 8263 Eligibility and priorities for subsidized child development services
 8300-8303 Early Learning Quality Improvement System Advisory Committee
 8360-8370 Personnel qualifications
 8400-8409 Contracts

8493-8498 Facilities

8499.3-8499.7 Local child care and development planning councils

54740-54749 Cal-SAFE program for pregnant/parenting students and their children

HEALTH AND SAFETY CODE

1596.70-1596.895 California Child Day Care Act

1596.90-1597.21 Day care centers

120325-120380 Immunization requirements

CODE OF REGULATIONS, TITLE 5

18000-18434 Child care and development programs

80105-80125 Permits authorizing service in child development programs

UNITED STATES CODE, TITLE 20

6311-6322 Title I, relative to preschool

6319 Qualifications for teachers and paraprofessionals

6371-6376 Early Reading First

6381-6381k Even Start family literacy programs

6391-6399 Education of migratory children

UNITED STATES CODE, TITLE 42

9831-9852 Head Start programs

9858-9858q Child Care and Development Block Grant

CODE OF FEDERAL REGULATIONS, TITLE 22

101151-101239.2 General requirements, licensed child care centers, including:

101151-101163 Licensing and application procedures

101212-101231 Continuing requirements

101237-101239.2 Facilities and equipment

CODE OF FEDERAL REGULATIONS, TITLE 45

1301-1310 Head Start

Management Resources:

CSBA PUBLICATIONS

Expanding Access to High-Quality Preschool Programs: A Resource and Policy Guide for School Leaders, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Preschool Learning Foundations, Vol. 1, 2008

Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2007

Prekindergarten Learning Development Guidelines, 2000

First Class: A Guide for Early Primary Education, 1999

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS

08-13 California State Preschool Program, November 2008

01-06 The Desired Results for Children and Families System, May 31, 2001

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Good Start, Grow Smart, April 2002

WEB SITES

CSBA: <http://www.csba.org>

California Association for the Education of Young Children: <http://www.caeyc.org>

California Children and Families Commission: <http://www.ccfc.ca.gov>

California County Superintendents Educational Services Association:

<http://www.ccsesa.org>

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

California Head Start Association: <http://caheadstart.org>

California Preschool Instructional Network: <http://www.cpin.us>

Child Development Policy Institute: <http://www.cdpi.net>

Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>

First 5 Association of California: <http://www.f5ac.org>

National Institute for Early Education Research: <http://nieer.org>

National School Boards Association: <http://www.nsba.org>

Preschool California: <http://www.preschoolcalifornia.org>

U.S. Department of Education: <http://www.ed.gov>

Adopted:

DRAFT

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

P231

Regular Meeting of March 20, 2012

ITEM: PROPOSED NEW BOARD POLICY 5148.2 –
BEFORE/AFTER SCHOOL PROGRAMS

PREPARED BY: Marsha A. Brown, Director III – Student Services

TYPE OF ITEM: REVIEW & DISCUSSION

BACKGROUND INFORMATION:

When a district chooses to operate before and/or after school programs, it is recommended that the district's Board of Education adopt a Board policy related to such programs.

The District has been operating before and after school programs for a number of years. This proposed Board Policy is being brought forward for consideration and discussion.

After careful review, no related Administrative Rule is needed or recommended for this policy.

FINANCIAL INFORMATION:

None

RECOMMENDATION:

Conduct a first reading of proposed new Board Policy 5148.2 – Before/After School Programs

Albany USD

Board Policy

Before/After School Programs

BP 5148.2

Students

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program and provide safe, constructive alternatives for students. In order to increase academic achievement of participating students, the content of such programs shall be aligned with the District's vision and goals for student learning, its curriculum, and District and state academic standards and shall be integrated with other learning support activities.

- (cf. 0000 - Vision)
- (cf. 0200 - Goals for the School District)
- (cf. 5147 - Dropout Prevention)
- (cf. 5148 - Child Care and Development)
- (cf. 6011 - Academic Standards)
- (cf. 6162.52 - High School Exit Examination)
- (cf. 6176 - Weekend/Saturday Classes)
- (cf. 6177 - Summer School)
- (cf. 6179 - Supplemental Instruction)

The District's program shall be planned through a collaborative process that includes parents/guardians, students, representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

- (cf. 1020 - Youth Services)
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 1700 - Relations Between Private Industry and the Schools)

The establishment of any program shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)

The program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being, including, but not limited to, drug and violence prevention programs, counseling/guidance services, character education, and programs that promote parent/guardian involvement and family literacy.

- (cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.6 - Alcohol and Other Drugs)
 (cf. 6020 - Parent Involvement)
 (cf. 6142.3 - Civic Education)
 (cf. 6164.2 - Counseling/Guidance Services)

A fee may be charged to participating families based on the actual cost of services. The fee may be waived or subsidized based on economic disadvantage or other critical needs in accordance with Education Code 8263 and 8350.

(cf. 3260 - Fees and Charges)

The Board and the Superintendent or designee shall monitor student participation rates and shall identify measures that shall be used to determine program effectiveness, such as outcome-based data on academic performance, attendance, and positive behavioral changes.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

8263 Eligibility and priorities for subsidized child development services
 8350-8359.1 Programs for CalWORKS recipients
 8420-8428 21st Century After-School Program for Teens
 8482-8484.6 After School Education and Safety Program
 8484.7-8484.9 21st Century Community Learning Centers
 17264 New construction, accommodation of before- and after-school programs
 35021.3 After-school physical recreation instructors
 45125 Criminal record check
 49430-49436 Nutrition standards
 49553 Free or reduced-price meals
 69530-69547.9 Cal Grant program
 UNITED STATES CODE, TITLE 20
 6314 Title I schoolwide programs
 6319 Program improvement
 7171-7176 21st Century community learning centers

Management Resources:

CSBA ADVISORIES

Proposition 49: New Funding for Before and After School Programs, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

21st Century High School After School Safety and Enrichment for Teens (ASSETS)

Program Evaluation Guidebook 2005-06, July 2006

COUNCIL OF CHIEF STATE SCHOOL OFFICERS (CCSSO) PUBLICATIONS

Using NCLB Funds to Support Extended Learning Time: Opportunities for Afterschool

Programs, August 2005

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Building and Sustaining After-School Programs: Successful Practices in School Board Leadership, 2005

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

21st Century Community Learning Centers, February 2003

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

After-School Programs: Keeping Children Safe and Smart, June 2000

WEB SITES

CSBA: <http://www.csba.org>

Academy for Educational Development, Promising Practices in Afterschool:

<http://www.afterschool.org>

California Department of Education, After School Partnerships Office:

<http://www.cde.ca.gov/ls/ba>

California School-Age Consortium: <http://calsac.org>

Children Now: <http://www.childrennow.org>

Council of Chief State School Officers: <http://www.ccsso.org>

National School Boards Association, Extended-Day Learning Opportunities Program:

<http://www.nsba.org/edlo>

Adopted:

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

P235

Regular Meeting of March 20, 2012

ITEM: PROPOSED NEW BOARD POLICY 5148 – CHILD CARE
AND DEVELOPMENT

PREPARED BY: Marsha A. Brown, Director III – Student Services

TYPE OF ITEM: REVIEW & DISCUSSION

BACKGROUND INFORMATION:

When a district chooses to operate child care and development services and programs, the district's Board of Education must adopt a Board policy related to child care and child development.

The District has been operating child care and development services and programs for a number of years. This proposed, mandatory Board Policy is being brought forward for a second reading and adoption.

FINANCIAL INFORMATION:

None

RECOMMENDATION:

Conduct a first reading of proposed new Board Policy 5148 – Child Care and Development

Albany USD

Board Policy

Child Care And Development

BP 5148
Students

The Governing Board desires to provide child care and development services which meet the developmental needs of children, provide an opportunity for parenting students to receive assistance while continuing their education, and offer a convenient child care alternative for parents/guardians in the community.

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5148.1 - Child Care Services for Parenting Students)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)

The Superintendent or designee shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and inform parents/guardians about child care options.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)

The Board shall approve a written philosophical statement, goals, and objectives for the district's child care and development program that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and administrative regulation. (5 CCR 18271)

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

Admissions policies and procedures shall include criteria designating those children whose needs can be met by the center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a medical assessment requirement. (5 CCR 18105; 22 CCR 101218)

To the extent possible, child care and development services may be made available during the noninstructional school day, before and after normal school hours, during

school vacations and intersessions, and on weekends to meet community needs for extended service.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

These services shall be available to school-age children in grades K-9.

The Superintendent or designee shall ensure that subsidized child care is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

In addition to priorities for subsidized services, priority for admissions shall be given to district students and children of district employees

(cf. 5111.1 - District Residency)

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications and have satisfied all legal requirements.

(cf. 1240 - Volunteer Assistance)

(cf. 4112.2 - Certification)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4312.5 - Criminal Record Check)

(cf. 4131 - Staff Development)

(cf. 4212.5 - Criminal Record Check)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall develop and implement an annual plan for evaluation of the district's child care services which conforms to state requirements. Based on the results of the evaluation, the program shall be modified as necessary to address any areas identified as needing improvement. (5 CCR 18279)

(cf. 0500 - Accountability)

Legal Reference:

Education Code

8200-8499.10 Child Care and Development Services Act, including:

8200-8209 General provisions for child care and development services

8210-8216 Resource and referral program

8220-8226 Alternative payment program

8230-8233 Migrant child care and development program

8235-8239 California state preschool program

8240-8244 General child care programs
 8250-8252 Programs for children with special needs
 8263 Eligibility and priorities for subsidized child development services
 8360-8370 Personnel qualifications
 8400-8409 Contracts
 8482-8484.6 After-school education and safety program
 8484.7-8484.8 21st Century community learning centers
 8485-8488 Child supervision programs
 8493-8498 Facilities
 8499-8499.7 Local planning councils
 17609-17610 Integrated pest management, applicability to child care facilities
 49540-49546 Child care food program
 49570 National School Lunch program
 54740-54749.5 Cal-SAFE program for pregnant/parenting students and their children
 56244 Staff development funding

Health and Safety Code

1596.70-1596.895 California Child Day Care Act
 1596.90-1597.21 Day care centers
 120325-120380 Immunization requirements

Code of Regulations, Title 5

18000-18434 Child care and development programs, especially:
 18012-18122 General requirements
 18180-18192 Federal and state migrant programs
 18200-18207 School-age community child care services program
 18210-18213 Severely handicapped program
 18220-18231 Alternative payment program
 18240-18248 Resource and referral program
 18270-18281 Program quality, accountability
 18290-18292 Staffing ratios
 18295 Waiver of qualifications for site supervisor
 18300-18308 Appeals and dispute resolution

Code of Regulations, Title 22

101151-101239.2 General requirements, licensed child care centers, including:
 101151-101163 Licensing and application procedures
 101212-101231 Continuing requirements
 101237-101239.2 Facilities and equipment

United States Code, Title 42

1751-1769 School lunch programs
 9831-9852 Head Start programs
 9858-9858q Child care and development block grant

Code of Federal Regulations, Title 7

210.1-210.31 National School Lunch program

Code of Federal Regulations, Title 45 98.2-98.93 Child care and development fund

Court Decisions

CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892

Management Resources:

California Department of Education (CDE) Publications

Infant/Toddler Learning and Development Program Guidelines, 2006

Program Quality Standards and Standards Based on Exemplary Practice for Center-Based Programs and Family Child Care Home Networks, October 2004

CDE Management Bulletins

01-06 The Desired Results for Children and Families System, May 31, 2001

Commission on Teacher Credentialing Publications

Child Development Permit Professional Growth Manual, July 2008

U.S. Department of Education Publications

Good Start, Grow Smart, April 2002

America's Families, September 2000

Web Sites

CSBA: <http://www.csba.org>

California Association for the Education of Young Children: <http://www.caeyc.org>

California Department of Education, Child Development: <http://www.cde.ca.gov/sp/cd>

California Department of Social Services: <http://www.cdss.ca.gov>

California Head Start Association: <http://caheadstart.org>

California School-Age Consortium: <http://calsac.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Association for the Education of Young Children: <http://www.naeyc.org>

U.S. Department of Education: <http://www.ed.gov>

Adopted:

