

ALBANY UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION

REGULAR MEETING

Albany Community Center

1249 Marin Avenue  
Albany, CA 94706

TUESDAY

May 19, 2009

A G E N D A

- I. OPENING BUSINESS 6:30 p.m.**
- A) Call to Order
  - B) Roll Call
  - C) Identify Closed Session Topics for Discussion Pursuant to Agenda Section III below.
- II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS**  
*General public comment on any Closed Session item will be heard. The Board may limit comments to no more Than three (3) minutes.*
- III. CLOSED SESSION 6:35 p.m.**
- A) With respect to every item of business to be discussed in Closed Session Pursuant to: Government Code Section 54957: Personnel Assignment Order and Consent Calendar.
    - Certificated**
      - 1. Teacher – ESY
      - 2. Teacher – 4<sup>th</sup> Grade Field Trip
      - 3. Head JV Football Coach
      - 4. Head Varsity Football Coach
    - Classified**
      - 1. District Secretary
      - 2. Network Technician
      - 3. Assistant Varsity Football Coach
      - 4. Assistant JV Football Coach
      - 5. Classroom Paraeducator
      - 6. Volunteers
      - 7. Workability – Student
  - B) With respect to every item of business to be discussed in Closed Session Pursuant to Education Code Section 35146, Student Personnel Matters,

- C) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54956.9: Anticipated Litigation, one case.
- D) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54956.9: Litigation Jason Lockhart
- E) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54956.9: Employee Discipline.
- F) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (Superintendent Marla Stephenson, District Representative), Regarding Negotiations as pertains to:
  - 1. California School Employees Association (CSEA)
  - 2. Albany Teachers Association (ATA)
  - 3. SEIU Local 1021

**IV. OPEN SESSION**

**7:30 p.m.**

*Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session At 7:30 pm 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  
 Moved: \_\_\_\_\_ Seconded: \_\_\_\_\_ Vote: \_\_\_\_\_
- F) Approval of Consent Calendar  
 Moved: \_\_\_\_\_ Seconded: \_\_\_\_\_ Vote: \_\_\_\_\_

*(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. **Personnel Assignment Order**
  - a) **Certificated Personnel – Public Employee Assignment, Employment, Appointment, Evaluation, Leave Requests:**
    - i. Teacher - ESY
    - ii. Teacher – 4<sup>th</sup> Grade Field Trip
    - iii. Head JV Football Coach
    - iv. Head Varsity Football Coach
  - b) **Classified Personnel – Public Employee Assignment, Appointment Employment, Leave Requests:**
    - i. District Secretary
    - ii. Network Technician
    - iii. Assistant Varsity Football Coach
    - iv. Assistant JV Football Coach

- v. Classroom Paraeducator
- vi. Volunteers
- vi.. Workability - Student

2. **Curriculum and Instruction**

- a) CBET Application Approval Pg. 5
- b) Agreement between Samuel Merritt University and AUSD for student interns. Pg. 8
- c) AHS Boy's Basketball Team, Seattle WA, June 19-21, 2009. Pg. 14

3. **Business and Operations**

- a) Warrants Pg. 18
- b) Approve Service Agreement Contract, Hydrex Pest Control Pg. 29
- c) Hazmat Consulting Services for AHS Pool Demolition Project Pg. 33
- d) Agreement for Bond Counsel Services Pg. 44

4. **Student Services**

- a) Approve increase to Betsy Kaye's Independent Contractor Agreement for Teacher of the Visually Impaired Services, Purchase Order #PO9-00640, at a cost of \$130.00/hr. not to exceed an additional \$2,000 for two students (Funding Source: Special Education and General Education).
- b) Approve increase to Purchase Order #PO9-00243 for Beyond the Classroom for addition of eight (8) hours of deaf/hard or hearing/audiological services at a cost not to exceed an additional \$672.00. (Funding Source: Special Education).
- c) Approve addition of one (1) Individual Service Agreement to Purchase Order #PO9-00154 residential special academic services (Basic Education) and transportation for the following student identified by District ID #40553, at a cost not to exceed \$7,716.24, \$690.90 for transportation and \$7,025.34 for Basic Education Program. This brings the Purchase Order total to \$50,890.44. (Funding Source: Special Education).

V. **STUDENT BOARD MEMBER REPORTS**

VI. **STAFF REPORTS**

- A) Employee Recognition
- B) Volunteer Recognition
- C Update of the Addition of 20 minutes to the 1-3 Instructional Day Oral Report

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

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

VIII. **REVIEW AND ACTION ITEMS**

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

- A) Resolution 2008-09-29 Sale of Bonds Authorizing the Issuance of Sale of Not to exceed \$10, 000,000 of Bonds of the AUSD. Pg. 54  
 Moved: \_\_\_\_\_ Seconded: \_\_\_\_\_ Vote: \_\_\_\_\_
- B) Resolution 2008-09-30 Sale of Bonds Authorizing the Issuance and Sale of Refunding Bonds and Approving Forms of Documents and Action of Officers of the District Necessary in Connection Therewith Pg. 141  
 Moved: \_\_\_\_\_ Seconded: \_\_\_\_\_ Vote: \_\_\_\_\_
- C) Waive First Reading and Adopt – Board Policies 0000, 2000, 3000, 6000, 7000, 9000 under separate cover  
 Moved: \_\_\_\_\_ Seconded: \_\_\_\_\_ Vote: \_\_\_\_\_

**IX. REVIEW AND DISCUSSION ITEMS**

- A) Board Policies Section 0000 Pg. 151

**X. BOARD AND SUPERINTENDENT COMMENTS**

- A) Board Members
- B) Superintendent

**XI. FUTURE AGENDA ITEMS**

- A) Increase of 1987, 1999, and 2005 Parcel Tax Rate June 3
- B) Staff Recognition June 3
- C) Enrichment Update June 3
- D) Single School Plans June 3
- E) Board Award Demo Contract June 3
- F) Energy Audit/Greening of Schools June 3
- G) Consolidated Application Part I for Funding Categorical Programs June 30
- H) 2009-2010 Budget June 30

**XII. FUTURE BOARD MEETINGS**

- A) Wednesday, June 3, 2009, 7:30 p.m., Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- B) Tuesday, June 30, 2009, 7:30 p.m. Regular Meeting, Albany Community Center, 1249 Marin Avenue, Albany
- C) **PLEASE NOTE: There will not be a meeting in July.**

**XIII. ADJOURNMENT**

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

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

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

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



**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of May 19, 2009**

**ITEM: COMMUNITY-BASED ENGLISH TUTORING PROGRAM APPLICATION  
FORM, FISCAL YEAR 2009-10**

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

**TYPE OF ITEM: APPROVE THE COMMUNITY-BASED ENGLISH TUTORING  
PROGRAM APPLICATION FORM, FISCAL YEAR 2009-10**

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**BACKGROUND INFORMATION:**

Albany Unified School District must apply for Community-Based English Tutoring (CBET) funds on an annual basis. The District is following the procedures outlined on the application. This document does not reflect the Tier 3 Funding Flexibility that CBET has now. The District is proceeding with the California Department of Education's written procedures until any changes are announced. We are doing so as a safeguard measure in order to not put in jeopardy any potential funding from flexed tier 3 categorical programs for 2009-10.

**FINANCIAL INFORMATION: No Fiscal Impact (This is an application only.)**

**RECOMMENDATION:**

**Approve the Community Based Tutoring Program Application for Fiscal Year  
2009-10**

**COMMUNITY-BASED ENGLISH TUTORING PROGRAM  
APPLICATION FORM, FISCAL YEAR 2009-10**

**Submission Postmark Deadline: May 15, 2009**

**Local Educational Agency (LEA) Information**

Name of LEA Albany Unified School District  
County/District Code 0161127  
School Code (Leave blank unless applicant is a direct-funded charter school) \_\_\_\_\_  
Program Director Name Lynda Hornada  
Title Director of Curriculum & Instruction  
Telephone Number 510-558-3771 x  
Fax Number 510-559-6560  
E-mail Address lynda.hornada@albany.k12.ca.us  
Chief Fiscal Officer Laurie Harden  
Title Assistant Superintendent for Business Services  
E-mail Address laurie.harden@albany.k12.ca.us

**Assurances**

The signature of the superintendent or designee on this form acknowledges that the following general assurances will be observed.

1. The conditions established pursuant to California *Education Code (EC)* sections 315-317, and *California Code of Regulations (CCR)*, Title 5, sections 11315, 11315.5, and 11315.6, will be met by the LEA in the administration of this program.
2. The LEA will use fiscal control and accounting procedures that will ensure proper disbursements and accounting of state funds paid to that agency under the program. The LEA will make all records available for audit when requested.
3. Funds may be used for direct program services, community notification processes, transportation services, and background checks related to the adults participating in the tutoring program.
4. The LEA will be responsible for expending these funds to provide free or subsidized adult English-language instruction for parents or community members who have pledged to provide personal English-language tutoring to English learners in kindergarten through grade twelve.

5. Pledge records will consist of the following information: name of school district, name of school, and the name and signature of parent or community member committed to tutor English learners. These records will be maintained for audit.
6. A Community-Based English Tutoring (CBET) plan will be adopted by the local governing board and include elements of instruction and achievement information as described by *EC* Section 317. The data collected shall be used, by the governing board, to review and revise the plan as necessary, not less than once every three years, and be made available to the state as requested.

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### Certification and Signature

I certify that: (1) the planned allocation and expenditures of funds for the CBET program are for educational services for eligible participants; (2) the expenditures of funds and the programmatic activities will be conducted in accordance with federal and state statutes and regulations, including the assurances contained in this application; (3) full records of program activities and expenditures will be maintained and made available for review and/or audit by the California Department of Education and/or the representatives or designees of the Department; and (4) a CBET plan has been written in accordance with *EC* sections 315-317, and *CCR*, Title 5, sections 11315 and 11315.5.

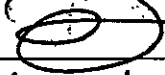
I hereby certify that I have read the conditions contained in this document and agree to comply with all requirements as a condition of funding and that to the best of my knowledge the information contained in this CBET application form is complete and correct.

Name of LEA

Signature of Superintendent or Designee

Printed Name

Title

Albany Unified SD  
  
Lynda Hornada  
Director of C&I

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### Board Approval

Board Approval Date

Signature of Presiding Officer of Governing Board

Printed Name

May 19, 2009  
\_\_\_\_\_  
\_\_\_\_\_

Mail this application form, postmarked on or before May 15, 2009, to:

CBET Application  
Language Policy and Leadership Office  
California Department of Education  
1430 N Street, Suite 4309  
Sacramento, CA 95814-5901

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of May 19, 2009**

**ITEM:**           **AGREEMENT BETWEEN SAMUEL MERRITT UNIVERSITY AND ALBANY UNIFIED SCHOOL DISTRICT FOR PLACEMENT OF OCCUPATIONAL THERAPIST STUDENTS FOR CLINICAL EXPERIENCE**

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

**TYPE OF ITEM:**    ***APPROVE THE AGREEMENT BETWEEN SAMUEL MERRITT UNIVERSITY AND ALBANY UNIFIED SCHOOL DISTRICT FOR PLACEMENT OF OCCUPATIONAL THERAPIST STUDENTS TO GAIN CLINICAL EXPERIENCE***

**BACKGROUND INFORMATION:**

This agreement with Samuel Merritt University will allow Occupational Therapist students the opportunity to gain clinical experience within our schools. The agreement is attached.

**FINANCIAL INFORMATION: No Fiscal Impact**

**RECOMMENDATION:**

**Approve the agreement between Samuel Merritt University and Albany Unified School District for placement of Occupational Therapist students to gain clinical experience.**

RECEIVED

MAY 08 2009

Special Education Office  
Albany Unified School District



**SAMUEL MERRITT**  
**UNIVERSITY**

**AGREEMENT**  
**between**  
**SAMUEL MERRITT UNIVERSITY**  
**and**  
**ALBANY UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT between **ALBANY UNIFIED SCHOOL DISTRICT** (Hereafter called "Agency"), and **SAMUEL MERRITT UNIVERSITY** (Hereafter called "University"), is entered into by reason of the following circumstances:

- A. University requires additional facilities to provide clinical experiences for its occupational therapy students.
- B. The Agency has facilities for furnishing such experience and, as a community service is willing, under certain conditions, to allow occupational therapy students enrolled at the University to utilize certain facilities for the clinical experiences of such students and to provide clinical faculty for such educational purposes.

**Section 1. General Nature of Relationship.**

- a) The educational program ("Program") to be conducted pursuant to this Agreement is an educational program of the University and not of the Agency. Except for supervision and control of the students by the Agency while on the Agency's premises, the students participating in the educational program at all times shall be under the jurisdiction of the University. Notwithstanding the foregoing, the time, place and subject matter of all educational plans for the program shall be subject to the approval of the Agency.
- b) In order to provide the coordination and cooperation essential to the conduct of an effective educational program, the University will appoint an Academic Fieldwork Coordinator. Such individual will hereinafter be referred to as Academic Coordinator. The Agency will appoint a Clinical Fieldwork Coordinator, who will hereinafter be referred to as Clinical Coordinator. One or more Clinical Fieldwork Supervisors or Clinical Instructors, hereinafter referred to as Clinical Instructors, will work together with the Academic Coordinators and the Clinical Coordinators in planning and implementing the education program. In this connection, they shall advise one another of the policies, rules and regulations of their respective institutions, and establish such matters as the time and place of education and the number of students to participate in any program at any given time.

**Section 2. Specific Responsibilities of University.**

The University shall:

- a) Designate the Academic Coordinator, through whom the Agency will coordinate working relationships.
- b) Assign students who are enrolled at the University, subject to the right of Agency pursuant to Section 6 (d) to terminate any student's participation in the Program at the Agency's facility for any cause deemed sufficient by the Agency
- c) The number of students to participate in the Program at the Agency at any given time shall be mutually agreed upon, in writing, by the University and the Agency Director of Special Education and may be modified from time to time by mutual agreement upon the request of either party.
- d) Negotiate with the Agency Clinical Coordinator a schedule for student placement in the Agency. Confirm the days and times when students are expected to be in the Agency.
- e) Plan and implement two educational programs annually for the preparation of and enhancement of Agency Clinical Coordinator and Clinical Instructor(s) to serve as clinical faculty for students when they are engaged in this experience.
- f) Transmit to the Agency, 30 days prior to assignment for clinical education, the objectives for the Program, a summary of the academic components of the curriculum completed by the students, and the names of the students assigned along with appropriate biographical information on them.
- g) Provide the student with current descriptive information regarding the Agency.
- h) Maintain all records of student performance as evaluated and transmitted to the University by the Agency.
- i) Assure Agency that the assigned student has achieved at least the minimal level of competency in all courses completed by the student and is a student in good standing according to the policies of the University.
- j) Provide current information on program accreditation status to the Agency.
- k) Contact the Agency at least once during each clinical education period for the purpose of conferring with the Clinical Coordinator and the assigned student with respect to the student's progress and development. Actual on-site visits will be made as mutually agreed upon.
- l) In the event that the student experiences problems which cannot be resolved by the Clinical Coordinator, Clinical Instructor(s), student and the Academic Coordinator, the matter will be referred to the University's occupational therapy chairperson as appropriate.
- m) Advise students of the requirement to be familiar with and abide by the rules, regulations, policies and procedures of the Agency.
- n) Instruct its students in the confidentiality of all communications with patients and between patients, their physicians and hospital staff. University shall inform its students that it is a breach of ethics and against state law to divulge to any person not directly connected to the individual patient's care the names of persons being treated at Agency and the nature of their illness.
- o) Assure that all instruction is conducted in a manner consistent with the Agency's policies, rules and regulations.
- p) Inform students that they are not employees of Agency and shall have no entitlement against Agency for Social Security benefits, Workers' Compensation benefits, salaries, retirement or any other employment benefits of any kind.

- q) Provide Agency with required information concerning student's health including records of student's vaccination and immunization status upon request by Agency, recent PPD or chest x-ray results (within six months prior to student's assignment to Agency), and certificate of student's education in safe work practices and blood borne pathogens.
- r) Provide Agency proof that student has clear Live Scan before the student can begin the clinical experience.

### **Section 3. Specific Responsibilities of Agency.**

The Agency shall:

- a) Through the Agency Clinical Coordinator, coordinate working relationships between the University and the Agency.
- b) Maintain at all times full responsibility for patient and client care.
- c) In accordance with mutually prearranged scheduling, provide clinical learning experiences for the student which are appropriate to the level of the student and which conform to the specified objectives to be achieved as submitted to the Agency by the University.
- d) Meet with the Academic Coordinator to communicate and exchange information as needed.
- e) Refer problems not resolved at the Clinical Instructor level to the Agency Clinical Coordinator.
- f) Provide student orientation to the Agency and to essential administrative policies and procedures.
- g) Instruct, supervise and guide the student in all clinical learning activities.
- h) Cause the Clinical Coordinator and Clinical Instructor(s) to communicate with the student at least weekly throughout the clinical period.
- i) Prepare a written evaluation of student's progress at the mid-way point and at the close of the clinical period.
- j) Maintain records of the Agency evaluation of students' performance utilizing University and Agency pre-agreed forms.
- k) Transmit records of student performance utilizing the University and the Agency pre-agreed forms to the University according to the timetable established by the Academic Coordinator.
- l) Provide emergency care to students in case of accident or illness while on the Agency premises. Any student receiving such emergency services shall be financially responsible for the charges therefore.
- m) Provide for the use of the Agency's library by the student according to policies and procedures established by the Agency.
- n) Inform the University of any change in accreditation or licensure status of the Agency within 30 days.

**Section 4. Insurance.**

At all times during the term of this Agreement, each party shall obtain or provide and maintain insurance as required to be evidenced hereby. Each party shall provide to the other certificates of insurance or other appropriate evidence of comprehensive general liability insurance and professional liability (malpractice) insurance covering the party and its instructors, faculty members, students, volunteers and employees at the facilities of the Agency, establishing that such insurance coverages are in full force and effect and that the limits of coverage with respect to professional liability (malpractice) insurance are not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and with respect to comprehensive general liability, that the limits are not less than \$1,000,000 combined single limit for bodily injury and property damage. The parties shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.

**Section 5. Indemnification.**

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

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

**Section 6. Mutual Terms between University and Agency.**

- a) There shall be no discrimination on the basis of sex, age, race, color, ethnic or national origin, handicap, religion, marital status, sexual orientation, or as a Vietnam-era veteran in the placement and evaluation of the students.
- b) Periodic conferences, meetings and exchange visits will be held in order to maintain regular contact between University and Agency.
- c) Evaluation of student's performance/behavior will be documented on a form/tool which is acceptable to both parties.
- d) Dismissal of a student from the Program is the sole right of the University, except that the Agency can remove the student from the Agency without sanctions. The University reserves the right to determine any disciplinary action which might be taken should a student be removed from the Agency. In such event, the Academic Coordinator and the Clinical Coordinator will confer with each other before a recommendation on disciplinary action is submitted using regular policies and procedures.

**Section 7. Publication.**

The University and the Agency shall be restricted in publishing any materials regarding the clinical learning experience identifying the Agency without the prior approval of both parties.



**Section 8. Term of Contract.**

This Agreement shall be effective the date on which the Agreement is fully executed by both parties, and shall continue in effect until terminated by either party after giving the other party ninety (90) days prior written notice of its intention to so terminate. Termination, by either party, shall not take effect, however, with regard to students already enrolled until such time as those students have completed their clinical instruction for the school semester, or instructional period, during which such termination notice is given.

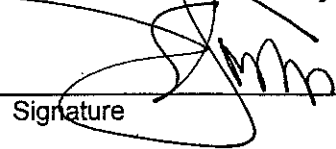
**Section 9. Signatures.**


Samuel Merritt University  
370 Hawthorne Avenue  
Oakland, CA 94609

Albany Unified School District  
904 Talbot Avenue  
Albany, CA 94706

Approved for  
**Samuel Merritt University**

Approved for  
**Albany Unified School District**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Scot D. Foster, PhD  
Academic Vice President & Provost

Print Name: *Lynda Hornada*  
Title: *Director of Curriculum:  
Instruction*

*5/7/09*  
\_\_\_\_\_  
Date

*5/14/09*  
\_\_\_\_\_  
Date

ALBANY UNIFIED SCHOOL DISTRICT

EXTENDED FIELD TRIP BEYOND REGULAR SCHOOL HOURS

OVERNIGHT FIELD TRIP

OUT OF STATE FIELD TRIP

Page 1 of 4

**MUST BE SUBMITTED FOUR WEEKS PRIOR TO FIELD TRIP**

Date of Request: 5 / 1 / 09

Sponsoring Teacher(s): ANDREW STRAWBRIDGE

School: ALBANY HIGH SCHOOL

Class(es) Involved: MEN'S BASKETBALL TEAM

Grade Level(s): 10 - 12

Days and Dates of Trip: JUNE 19 through JUNE 21

Number of Students Involved: 13

Each adult will be assigned responsibility for 2 students  
(Refer to page 4 for guidelines)

Day and Time of Departure: FRI JUNE 19 8:55 AM OAKLAND

Day and Time of Return: SUN JUNE 21 11:45 PM OAKLAND

General Statement of Proposed Trip:

THIS TRIP GIVES OUR STUDENTS THE OPPORTUNITY TO PLAY COMPETITION FROM HIGH SCHOOLS AROUND THE COUNTRY. IT GIVES THE STUDENTS A CHANCE TO STAY IN THE DORMS AND USE THE FACILITIES OF A DIVISION I COLLEGE UNIVERSITY (UNIVER. OF WASHINGTON) IT ALSO CREATES AN ATMOSPHERE WHERE TEAM BUILDING + UNITY CAN BE FOSTERED.

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 2 of 4

Objectives to be Accomplished by Students:

- ① PLAY COMPETITIVE BASKETBALL VS. COMPETITION FROM AROUND THE COUNTRY
- ② BECOME CLOSER WITH THEIR TEAMMATES
- ③ VISIT THE CAMPUS OF A RESPECTABLE COLLEGE UNIVERSITY

Proposed Itinerary:

(Please be specific regarding dates, times and locations)

- JUNE 19 ① DEPART OAKLAND AIRPORT 8:55 AM
- ② ARRIVE SEATTLE AIRPORT 10:55 AM
- ③ CHECK INTO DORMS 1 PM
- < SEE ATTACHED >
- ④ CHECK OUT OF DORMS 5 PM
- JUNE 21 ⑤ DEPART SEATTLE AIRPORT AT 9:35 PM
- ③ ARRIVE OAKLAND AIRPORT AT 11:45 PM

Estimated Costs to District:

— 0 —

Estimated Costs to Students:

\$200 FOR AIR FARE

Name of Adult Sponsors:

ANDREW STRAWBRIDGE  
JAQUON WILLIAMS

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 3 of 4

Principal's Recommendation:

<i>1251</i>	<u><i>Tam M. B...</i></u>	<u>5/5/09</u>
	Principal's Signature	Date
	<u><i>2</i></u>	<u>5/11/09</u>
	Director of Curriculum	Date

BOARD ACTION:

(Required for out of state field trips)

Approved as Requested:

Approved with Following Changes:



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Superintendent's Signature      Date

OVERNIGHT EXTENDED FIELD TRIP APPLICATION

Page 4 of 4

**MINIMUM GUIDELINES FOR ADULT SUPERVISION ON FIELD TRIPS**

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

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

\*Excludes Albany Pool

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

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

CHECK #	CHECK DT	COMPANY NAME	CHECK AMT	DESCRIPTION
868536	4/2/2009	ACSIG - VISION INSURANCE	\$10,133.14	03/09 COVERAGE
868537	4/2/2009	ACSIG - DELTA DENTAL	\$32,140.28	03/09 COVERAGE
868538	4/2/2009	ALAMEDA COUNTY OFFICE OF ED	\$66,925.73	07/08-06/09 ESCAPE MAINT
868539	4/2/2009	APPLE COMPUTER INC.	\$389.33	APPLE DRIVE MODULE (TECH)
868540	4/2/2009	AT&T	\$1,922.94	02/19-03/18 SERVICE
868541	4/2/2009	ALBANY UNIFIED REVOLVING FUND	\$120.00	REIMB REVOLVING/RETURNED CK# 165
868542	4/2/2009	SHELLY BALL	\$72.89	REIMB FOOD SUPPLIES
868543	4/2/2009	THEODORE BARONE	\$402.50	REIMB/STAFF DEVELOPMENT LUNCHES
868544	4/2/2009	NICHOLAS BERGER	\$38.61	03/09-03/13 MILEAGE REIMB/REP MTG
868545	4/2/2009	BERKELEY FARMS	\$1,303.38	DAIRY (FOOD SERVICES)
868546	4/2/2009	BUNZL NORTHERN CALIFORNIA	\$480.12	TRAYS (FOOD SERVICES)
868547	4/2/2009	C.A.S.H. MEMBERSHIPS	\$273.00	C.A.S.H. DUES
868548	4/2/2009	CALIFORNIA WEEKLY EXPLORER	\$1,160.00	A WALK THROUGH THE AMERICAN REVOLUTION (CORNELL)
868549	4/2/2009	CALPERS - CALIFORNIA PUBLIC	\$340,166.46	04/09 PREMIUM
868550	4/2/2009	CENTER FOR EARLY INT. ON	\$3,057.00	08/09 SPECIALIZED INSTRUCTION SERVICES
868551	4/2/2009	CHEVRON AND TEXACO BUSINESS	\$55.00	02/22-03/21 GAS (FOOD SERVICES)
868552	4/2/2009	CITY OF ALBANY	\$9,659.71	08/09 RESOURCE OFFICER PROGRAM (AHS)
868553	4/2/2009	COMMUNITY ALLIANCE FOR	\$16,000.00	WRITER COACH CONNECTION (AMS & AHS)
868554	4/2/2009	COPPOLA CO.	\$5,562.00	04/16/09 TRIP TO SACRAMENTO (MARIN)
868555	4/2/2009	COPY EXPRESS	\$69.05	BUSINESS CARDS FOR MURPHY
868556	4/2/2009	HSBC BUSINESS SOLUTIONS	\$167.17	FOOD & SUPPLIES (FOOD SERVICES)
868557	4/2/2009	THE MCGRAW-HILL COMPANIES	\$699.97	CELDT PRE-ID SET UP
868558	4/2/2009	DANIELSEN	\$2,073.14	FOOD & SUPPLIES (FOOD SERVICES)
868559	4/2/2009	DEEMS LEWIS MCKINLEY	\$4,133.74	O.V. MOD
868560	4/2/2009	MEGAN DESROCHES	\$86.99	REIMB FOR APPLE AC ADAPTER
868561	4/2/2009	DOCUMENT TRACKING SERVICES	\$1,525.00	04/01/09-04/01/10 DOCUMENT TRACKING CONTRACT
868562	4/2/2009	EBMUD	\$864.56	01/20-3/20 SERVICE
868563	4/2/2009	EUNICE GOURMET	\$80.00	03/19/09 WORKING SELPA LUNCH
868564	4/2/2009	FOOD 4 THOUGHT, LLC	\$541.65	PRODUCE (FOOD SERVICES)
868565	4/2/2009	GOLD STAR FOODS	\$10,481.10	FOOD (FOOD SERVICES)
868566	4/2/2009	SUSAN GOOSE	\$400.00	REIMB/LAWRENCE HALL OF SCI
868567	4/2/2009	HOME DEPOT CREDIT SERVICES	\$302.98	HARDWARE (MAINT)
868568	4/2/2009	HOME DEPOT SUPPLY	\$249.04	HARDWARE (MAINT)
868569	4/2/2009	IMPERIAL FOODS CORP.	\$1,271.03	FOOD (FOOD SERVICES)
868570	4/2/2009	JOHNSTONE SUPPLY	\$1,671.64	OPEN FOR HARDWARE
868571	4/2/2009	PANSY LOU	\$189.25	REIMB FOR ABC RUG FOR CLASSROOM
868572	4/2/2009	MAGGIORA BAKING CO	\$1,176.55	FOOD (FOOD SERVICES)
868573	4/2/2009	CYNTHIA MANSOURIAN	\$24.66	REIMB/MINI DVI ADAPTER

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CHECK #	CHECK DT	COMPANY NAME	CHECK AMT	DESCRIPTION
868574	4/2/2009	JOAN MORGAN	\$95.61	REIMB FOR TOTES
868575	4/2/2009	MS ENVIRONMENTAL SOLUTIONS INC	\$3,500.00	DISPOSAL OF CHEMICAL REAGENTS AHS/AMS
868576	4/2/2009	ELLEN MURFF	\$26.70	REIMB FOR CLASSROOM SUPPLIES
868577	4/2/2009	NATIONAL ELEVATOR CO	\$135.00	08/09 ELEVATOR SERVICE (AMS)
868578	4/2/2009	ODWALLA INC	\$599.76	DRINKS (FOOD SERVICES)
868579	4/2/2009	OFFICE DEPOT	\$1,107.51	SUPPLIES
868580	4/2/2009	PG&E	\$16,142.78	02/25-03/25 SERVICE
868581	4/2/2009	PROGRESSUS THERAPY, LLC	\$15,984.00	08/09 SPEECH & LANGUAGE SERVICES
868582	4/2/2009	SCHOOL LOOP INC.	\$6,360.00	SCHOOL LOOP 09/10 AGREEMENT
868583	4/2/2009	MARTHA SCHULTZ	\$432.40	02/03-03/18 MILEAGE REIMB
868584	4/2/2009	SELK COMMUNICATIONS	\$732.00	PUBLIC RELATIONS & WEBSITE EVALUATION
868585	4/2/2009	SMITH-EMERY COMPANY	\$102.00	INSPECT & TEST/SOUND FENCE PROJECT
868586	4/2/2009	STATE ROOFING SYSTEMS INC	\$2,094.00	LEAK REPAIR (CORNELL) & INSPECT ROOF (AHS)
868587	4/2/2009	QUANTA RECEIVABLES LP-SUNESYS	\$14,020.75	DISTRICT-WIDE SOLUTION
868588	4/2/2009	SYSCO FOOD SERVICES OF S.F. INC	\$8,631.38	FOOD & SUPPLIES (FOOD SERVICES)
868589	4/2/2009	BRIGHT TUXEN	\$129.14	REIMB FOR CLASSROOM SUPPLIES
868590	4/2/2009	UTC POWER CORP.	\$1,914.00	ASSESS & REPAIR CHP UNIT ON THE MICROTURBINE (AHS)
868591	4/2/2009	VERIZON WIRELESS	\$94.48	02/20-03/19 SERVICE (SELPA)
868592	4/2/2009	WASTE MANAGEMENT OF ALAMEDA	\$6,782.10	03/09 PICK-UP
868593	4/2/2009	WAXIE SANITARY SUPPLY	\$2,032.39	SANITARY SUPPLIES
869410	4/8/2009	ALAMEDA COUNTY OFFICE OF ED	\$70,359.00	FINAL 50% PREMIUM, 08/09 PROPERTY/LIABILITY INS
869411	4/8/2009	ALBANY TIRE SERVICE	\$4,039.84	08/09 PONY SERVICES (COUNTY MAIL)
869412	4/8/2009	AMERICAN BLINDS & DRAPERIES	\$617.37	REPLACE TIRES, ALIGNMENT, REPAIR SIDE STEP ON S.S. VAN
869413	4/8/2009	ANGEL ISLAND STATE PARK	\$1,724.48	BLINDS (SPECIAL SERVICES)
869414	4/8/2009	ERIC ANGRESS	\$158.00	IMMIGRATION STATION TOUR ON 04/17/09 (AHS)
869415	4/8/2009	ARCO AM/PM	\$592.00	LABOR/MATERIALS TO INSTALL NEW DUPLEX OUTLET
869416	4/8/2009	ALBANY UNIFIED REVOLVING FUND	\$600.71	03/09 GAS (SPECIAL SERVICES)
869417	4/8/2009	TAMI BENAUI	\$292.12	REIMB REVOLVING/RETURNED CK
869418	4/8/2009	BERKELEY FARMS	\$151.86	REIMB FOOD FOR STAFF DEVELOPMENT 03/20/09
869419	4/8/2009	BERKELEY UNIFIED	\$1,705.94	DAIRY (FOOD SERVICES)
869420	4/8/2009	KAREN BONINI	\$45.50	04/25/08 TRANSPORTATION TO S.F. (O.V.)
869421	4/8/2009	ANNIE CHIANG	\$139.17	REIMB FOR CLASSROOM SUPPLIES
869422	4/8/2009	DANIELSEN	\$22.90	01/05-01/30 MILEAGE REIMB
869423	4/8/2009	DELTA DENTAL	\$1,566.79	FOOD & SUPPLIES (FOOD SERVICES)
869424	4/8/2009	DISCOUNT SCHOOL SUPPLY	\$3,889.57	04/09 COVERAGE
869425	4/8/2009	DJ CO-OPS	\$219.48	CLASSROOM MATERIALS (ACC)
869426	4/8/2009	EAST BAY RESTAURANT SUPPLY	\$101.25	FOOD (FOOD SERVICES)
869427	4/8/2009		\$43.77	SOAP DISPENSER FOR SNACK SHACK

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 APRIL 2009 WARRANT LISTING

<u>CHECK #</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMT</u>	<u>DESCRIPTION</u>
869428	4/8/2009	EBMUD	\$1,150.55	01/23-03/24 SERVICE
869429	4/8/2009	KARIN ECKVALL	\$126.19	12/12-03/25 MILEAGE REIMB
869430	4/8/2009	FAGEN FRIEDMAN & FULLFROST, LLP	\$690.18	LEGAL SERVICES THRU 07/31/08
869431	4/8/2009	FIRSTGROUP AMERICA	\$700.00	TRANSPORTATION (ATHLETICS)
869432	4/8/2009	FOCUSMICRO, INC	\$2,454.25	REPLACE 7 BAD BOX SECURITY CAMERAS (AHS)
869433	4/8/2009	FOOD 4 THOUGHT, LLC	\$164.80	PRODUCE (FOOD SERVICES)
869434	4/8/2009	FORD GRAPHICS	\$122.80	PRINTING SERVICES (COUGAR FIELD)
869435	4/8/2009	GOLD STAR FOODS	\$3,000.24	FOOD (FOOD SERVICES)
869436	4/8/2009	HIGHSMITH INC.	\$92.76	VISTATAPE/LAMINATE (MARIN)
869437	4/8/2009	HOME DEPOT CREDIT SERVICES	\$478.84	HARDWARE (MAINT)
869438	4/8/2009	IMPERIAL FOODS CORP.	\$207.60	CALIFORNIA ROLLS (FOOD SERVICES)
869439	4/8/2009	J.W. PEPPER & SON INC	\$23.92	OPEN FOR SUPPLIES (AMS)
869440	4/8/2009	JOSTENS	\$309.16	YEARBOOK/GRAD. SUPPLIES (MAC HIGH)
869441	4/8/2009	CHRISTOPHER KAJIWARA	\$28.13	03/04-03/30 MILEAGE REIMB
869442	4/8/2009	KPFF CONSULTING ENGINEERS	\$4,775.00	BOUNDARY & TOPOGRAPHIC SURVEY (POOL)
869443	4/8/2009	REGENTS OF THE UNIVERSITY OF	\$156.00	04/16 & 04/17 LAWRENCE HALL OF SCI VISIT (AMS)
869444	4/8/2009	REGENTS OF THE UNIVERSITY OF	\$162.50	04/16 & 04/17 LAWRENCE HALL OF SCI VISIT (AMS)
869445	4/8/2009	CATHERINE LEDBETTER	\$9.54	03/20/09 MILEAGE REIMB/STAFF DEV WORKSHOP
869446	4/8/2009	DAN F. LEE	\$595.00	TRAINING (FOOD SERVICES)
869447	4/8/2009	LOZANO SMITH	\$20,135.63	02/09 LEGAL SERVICES
869448	4/8/2009	MAGGIORA BAKING CO	\$1,329.85	FOOD (FOOD SERVICES)
869449	4/8/2009	NEOPOST LEASING	\$99.24	POSTAGE MACHINE (AMS)
869450	4/8/2009	NEXTEL COMMUNICATIONS	\$394.96	02/23-03/22 SERVICE
869451	4/8/2009	NUCO2	\$57.52	08/09 EQUIP LEASE
869452	4/8/2009	OFFICE DEPOT	\$1,976.78	SUPPLIES
869453	4/8/2009	PASTIME ACE HARDWARE	\$1,156.40	03/09 HARDWARE
869454	4/8/2009	PG&E	\$127.67	02/25-03/25 SERVICE
869455	4/8/2009	PRUDENTIAL OVERALL SUPPLY	\$160.10	UNIFORM SERVICE
869456	4/8/2009	QUALITY BEHAVIORAL OUTCOMES	\$3,767.50	08/09 SPECIALIZED BEHAVIOR INTERVENTION SERVICES
869457	4/8/2009	HOUGHTON MIFFLIN	\$122.98	TEST OF ACHIEVEMENT FORMS (SPECIAL SERVICES)
869458	4/8/2009	AT&T	\$234.25	03/28-04/27 SERVICE
869459	4/8/2009	SCHOOL OUTFITTERS	\$835.39	STEEL LAPTOP STORAGE CART (CORNELL)
869460	4/8/2009	SPURR	\$30,448.31	01/31/09, 02/28/09 & 03/31/09 GAS CHARGES
869461	4/8/2009	STAR ELEVATOR INC/ATLAS	\$291.86	08/09 SERVICE (AHS)
869462	4/8/2009	SYSCO FOOD SERVICES OF S.F. INC	\$2,073.86	FOOD & SUPPLIES (FOOD SERVICES)
869463	4/8/2009	TOSHIBA BUSINESS SOLUTIONS CA	\$105.22	COPIES (AMS)
869464	4/8/2009	TOSHIBA FINANCIAL SERVICES	\$5,190.48	08/09 EQUIP LEASE (DIST)
869465	4/8/2009	TRADE CREDIT SERVICES	\$1,522.50	FLOORING MATERIALS FOR CARETAKER PAD



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CHECK #	CHECK DT	COMPANY NAME	CHECK AMT	DESCRIPTION
8699466	4/8/2009	WM LAMPTRACKER2, INC.	\$395.93	RECYCLE FLUORESCENT LAMPS/BATTERIES/BALLASTS
8699467	4/8/2009	WAXIE SANITARY SUPPLY	\$269.53	SOAP DISPENSER (AHS)
8699468	4/8/2009	WESTERN TELEPHONE AND ALARM	\$225.00	MONITORING & ALARM SERV. (AHS,AMS,AAS & MAINT SHOP)
8699469	4/8/2009	WILLIAMS SCOTSMAN, INC.	\$1,663.88	03/23-04/22 PORTABLE RENT (CORNELL & MARIN)
869960	4/15/2009	ALAMEDA COUNTY OFFICE OF ED	\$24.41	LAMPS (CORNELL)
869961	4/15/2009	ALAMEDA UNIFIED SCHOOL DIST.	\$364,579.00	08/09 SPED:LOW INCIDENT ENTITLEMENT (SELPA)
869962	4/15/2009	ALBANY HIGH SCHOOL-ASB	\$14,349.00	ATHLETIC OFFICIALS/TOURNAMENT FEES REIMB
869963	4/15/2009	ERIC ANGRESS	\$3,558.00	ELECTRICAL WORK AT CARETAKER PAD
869964	4/15/2009	ARROW GLASS COMPANY	\$857.00	INSTALL WINDOW (OV, AAS, AHS)
869965	4/15/2009	AMERICAN TELESOURCE, INC.	\$1,582.00	SERVICE TELCOM/EQUIP (MAC HIGH & MARIN)
869966	4/15/2009	BERKELEY UNIFIED SCHOOL DIST.	\$364,647.00	08/09 SPED:LOW INCIDENT ENTITLEMENT (SELPA)
869967	4/15/2009	LINDA BISHOP	\$97.72	REIMB FOR CRAFT MATERIALS
869968	4/15/2009	BOARD OF EQUALIZATION	\$1,883.00	3RD QTR 08/09 SALES USE TAX
869969	4/15/2009	CDW GOVERNMENT INC	\$30.37	MIRCOSOFT OFFICE MEDIA (O.V.)
869970	4/15/2009	CIT TECHNOLOGY FINANCING SERV	\$153.33	08/09 COPIER LEASE (SELPA)
869971	4/15/2009	HSBC BUSINESS SOLUTIONS	\$179.82	FOOD (FOOD SERVICES)
869972	4/15/2009	CRISIS PREVENTION INSTITUTE	\$335.17	WORKBOOKS (SELPA)
869973	4/15/2009	DEPARTMENT OF JUSTICE	\$288.00	03/09 FINGERPRINTS
869974	4/15/2009	DEPARTMENT OF GENERAL SERVICES	\$66.00	CASE FILINGS (DIST/MAINT)
869975	4/15/2009	EBMUD	\$1,322.66	01/30/09-03/30/09 SERVICE
869976	4/15/2009	EMERY UNIFIED SCHOOL DISTRICT	\$30,586.00	08/09 SPED: LOW INCIDENT ENTITLEMENT (SELPA)
869977	4/15/2009	HEINEMANN WORKSHOPS	\$189.00	READING WORKSHOP REGISTRATION FOR HORNADA
869978	4/15/2009	HOME DEPOT CREDIT SERVICES	\$41.04	HARDWARE (MAINT)
869979	4/15/2009	HOME DEPOT SUPPLY	\$195.10	BULBS (MAINT)
869980	4/15/2009	INTERNAL REVENUE SERVICE	\$306.23	2006 W2 PRIOR TAXES (PAYROLL)
869981	4/15/2009	DR. CAROLINE JOHNSON	\$5,390.00	08/09 NEURO-PSYCHOLOGICAL ASSESSMENT
869982	4/15/2009	JOHNSTONE SUPPLY	\$1,522.49	OPEN FOR HARDWARE
869983	4/15/2009	MARSH MEDIA	\$448.54	BOYS & GIRLS DVDS (ELEM)
869984	4/15/2009	MEI MEI	\$54.36	SHOE REIMB
869985	4/15/2009	SUSAN MOX	\$1,400.00	TRAINING/ASSISTANCE FOR PINOL
869986	4/15/2009	NEW READERS PRESS	\$362.80	NEWS FOR YOU SUBSCRIPTION (AAS)
869987	4/15/2009	MARIE LAURE NGUYEN	\$164.50	REFUND/UN-USED LUNCH MONEY
869988	4/15/2009	OFFICE DEPOT	\$71.16	SUPPLIES
869989	4/15/2009	PG&E	\$7,714.40	02/05-03/26 SERVICE
869990	4/15/2009	PIEDMONT UNIFIED SCHOOL DIST	\$120,971.00	08/09 SPED:IDEA BASIC LOCAL ASSIST ENTITLEMENT (SELPA)
869991	4/15/2009	FIA CARD SERVICES	\$786.44	04/05/09 CHARGES/FOOD AND SUPPLIES (HOFFMAN)
869992	4/15/2009	PRUDENTIAL OVERALL SUPPLY	\$160.10	UNIFORM SERVICE
869993	4/15/2009	PTM DOCUMENT SYSTEMS	\$299.00	RENEWAL/SERVICE AGREEMENT FOR AMS FOLDING MACHINE

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CHECK #	CHECK DT	COMPANY NAME	CHECK AMT	DESCRIPTION
869994	4/15/2009	AT&T	\$290.36	04/04-05/06 SERVICE
869995	4/15/2009	SMITH-EMERY COMPANY	\$293.76	INSPECT & TEST/SOUND FENCE PROJECT
869996	4/15/2009	TEACHER'S DISCOUNT	\$27.99	CLASSROOM MATERIALS (ACC)
870419	4/20/2009	ALAMEDA COUNTY OFFICE OF ED	\$585.95	LAMPS & REPAIR IBOOK (AMS)
870420	4/20/2009	ALBANY HILL MINI MART	\$1,337.34	01/09, 02/09, 03/09 GAS (MAINT & ATHLETICS)
870421	4/20/2009	ALBANY TIRE SERVICE	\$28.45	REPAIR FLAT TIRE (SPECIAL SERVICES)
870422	4/20/2009	ARROWHEAD MOUNTAIN SPRING	\$90.27	03/07-04/06 WATER (MARIN)
870423	4/20/2009	ASCOM HASLER / GE CAP PROG	\$118.09	08/09 MAIL MACHINE LEASE (D.O.)
870424	4/20/2009	AMERICAN TELESOURCE, INC.	\$275.00	VOICEMAIL ISSUES (D.O.)
870425	4/20/2009	BERKELEY FARMS	\$986.08	DAIRY (ACC)
870426	4/20/2009	BRANDY BIEHL-DAVIS	\$57.54	REIMB FOR CLASSROOM SUPPLIES
870427	4/20/2009	KAREN BONINI	\$81.42	REIMB FOR CLASSROOM SUPPLIES
870428	4/20/2009	ANNIE CHIANG	\$43.38	02/02-03/31 MILEAGE REIMB
870429	4/20/2009	CRAIGSLIST	\$75.00	JOB POSTINGS (HR)
870430	4/20/2009	DELL MARKETING L.P.	\$256.33	17-INCH MONITOR (AMS)
870431	4/20/2009	DEPARTMENT OF SOCIAL SERVICES	\$1,600.00	LICENSING FEES (ACC)
870432	4/20/2009	DISCOUNT SCHOOL SUPPLY	\$533.04	CLASSROOM SUPPLIES (ACC)
870433	4/20/2009	BRUCE DIXON	\$52.58	REIMB/PAINT FOR GAREDN SHED
870434	4/20/2009	EAGLE GRAPHICS	\$476.81	REQUISITION FORMS (D.O.)
870435	4/20/2009	EBMUD	\$1,172.61	02/06-04/08 SERVICE
870436	4/20/2009	FAS TRAK VIOLATION PROCESSING	\$29.00	FASTRACK VIOLATION 04/07/09 (ATHLETICS VAN)
870437	4/20/2009	FENCECORP INC.	\$137,457.40	SOUND FENCE PROJECT
870438	4/20/2009	FIRSTGROUP AMERICA	\$350.00	TRANSPORTATION (ATHLETICS)
870439	4/20/2009	FOLLETT SOFTWARE CO	\$82.45	BARCODE LABELS (MARIN)
870440	4/20/2009	HONG FORREST	\$44.58	01/21-03/13 MILEAGE REIMB
870441	4/20/2009	PATRICIA FUJIWARA	\$19.47	REIMB FOR CLASSROOM MATERIALS
870442	4/20/2009	TAOMING GAN	\$52.61	REIMB FOR CLASSROOM SUPPLIES
870443	4/20/2009	NAOMI GARDNER	\$44.21	REIMB FOR CLASSROOM SUPPLIES
870444	4/20/2009	HANCOCK GONOS & PARK, INC.	\$3,200.00	CONSULTANT SERVICES 01/09-03/09
870445	4/20/2009	HAPPY PRODUCE	\$419.60	PRODUCE (ACC)
870446	4/20/2009	NORVELL HARRISON	\$79.02	SHOE REIMB
870447	4/20/2009	WENDY HOLMES	\$317.04	REIMB FOR LOCKSMITH CHARGES
870448	4/20/2009	HOME DEPOT SUPPLY	\$76.31	BULBS (MAINT)
870449	4/20/2009	TUYET HUYNH	\$18.08	03/16-04/15 MILEAGE REIMB
870450	4/20/2009	IBC SALES CORP	\$191.52	FOOD (ACC)
870451	4/20/2009	JOHNSTONE SUPPLY	\$215.24	OPEN FOR HARDWARE
870452	4/20/2009	KING CONSTRUCTION INSPECTION,	\$9,800.00	INSPECTION SERVICES/SOUND FENCE PROJECT
870453	4/20/2009	KNN PUBLIC FINANCE	\$2,500.00	CONTINUING DISCLOSURE ANNUAL REPORT (BOND)

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CHECK #	CHECK DT	COMPANY NAME	CHECK AMT	DESCRIPTION
870454	4/20/2009	OFFICE DEPOT	\$2,250.06	SUPPLIES
870455	4/20/2009	SARA OREMLAND	\$300.99	REIMB FOR LIBRARY MATERIALS
870456	4/20/2009	DEBORAH B PLACE	\$41.21	REIMB FOR CLASSROOM SUPPLIES
870457	4/20/2009	FIA CARD SERVICES	\$424.64	SIGNS, LID, DELIVERY CHARGE (MURPHY)
870458	4/20/2009	PRUDENTIAL OVERALL SUPPLY	\$160.10	UNIFORM SERVICE
870459	4/20/2009	PTM DOCUMENT SYSTEMS	\$550.00	SOFTWARE SUPPORT/RESTATE FEE (AHS & AMS)
870460	4/20/2009	RICOH AMERICAS CORP..	\$8,330.98	36 MO LEASE AGREEMENT (DIST)
870461	4/20/2009	JUANITA RYNERSON	\$600.00	REIMB FOR READING LAB
870462	4/20/2009	SAFEGUARD BUSINESS SYSTEMS	\$97.30	DEPOSIT SLIPS & STAMP (CAFETERIA ACCT)
870463	4/20/2009	BERNICE SENA	\$80.00	SHOE REIMB
870464	4/20/2009	DEIRDRE SHIBANO	\$52.48	REIMB FOR ART SUPPLIES
870465	4/20/2009	ALENE SHROMOTO	\$173.12	REIMB FOR CLASSROOM SUPPLIES
870466	4/20/2009	PETER SMITH	\$233.29	REIMB FOR CLASSROOM SUPPLIES
870467	4/20/2009	SUSAN STEVENSON	\$111.73	REIMB FOR SUPPLIES
870468	4/20/2009	SYSCO FOOD SERVICES OF S.F. INC	\$3,637.73	FOOD & SUPPLIES (ACC)
870469	4/20/2009	U S POSTMASTER-BERKELEY	\$4,500.00	09 SUMER BULK MAILING (AAS)
870470	4/20/2009	UC REGENTS	\$320.00	08/09 PST MANAGEMENT (ACC)
870471	4/20/2009	WAXIE SANITARY SUPPLY	\$4,174.41	SANITARY SUPPLIES
870472	4/20/2009	WARNAGE WIJESUNDARA	\$80.00	SHOE REIMB
870473	4/20/2009	YMCA CAMP ARROYO	\$13,866.25	08/09 TRIPS (AMS)
870474	4/20/2009	SIMENG ZENG (STUDENT)	\$500.00	ASSIST BOARD 07/08
892711	4/24/2009	A BETTER CHANCE SCHOOL	\$5,091.50	08/09 SPEECH & LANGUAGE SERVICES
892712	4/24/2009	ADT SECURITY SERVICES	\$1,038.00	REPLACE CAMERA (MAC HIGH)
892713	4/24/2009	ERIC ANGRESS	\$1,450.00	REMOVE TREE & TRIM TREE (COUGAR FIELD)
892714	4/24/2009	AUGMENTATIVE COMM. & TECH SERVI	\$220.00	08/09 ASSISTIVE TECH ASSESSMENT SERVICES
892716	4/24/2009	PARENT	\$832.50	REIMB FOR TUITION
892718	4/24/2009	BART GROUP SALES	\$356.98	BART TICKETS FOR 06/09/09 TRIP
892719	4/24/2009	BAY ALARM	\$575.95	08/09 MONITOR FIRE ALARM (MARIN & OV)
892720	4/24/2009	BAY AREA TUTORING CENTERS, INC	\$938.00	TUTORING SERVICES (AHS)
892721	4/24/2009	BEHAVIORAL INTERVENTION	\$7,053.00	08/09 BEHAVIOR INTERVENTION SERVICES
892722	4/24/2009	NICHOLAS BERGER	\$65.52	04/02 MILEAGE/WORKABILITY MEETING REIMB
892723	4/24/2009	BEYOND THE CLASSROOM	\$2,978.25	08/09 AUDIOLOGY SERVICES
892724	4/24/2009	BLUE & GOLD FLEET	\$244.00	FERRY TICKETS FOR 06/09/09 (MARIN)
892728	4/24/2009	CENTER FOR EARLY INT. ON	\$6,867.00	08/09 SPECIALIZED INSTRUCTION SERVICES
892729	4/24/2009	CHILDRENS LEARNING CENTER	\$21,780.00	08/09 SPEECH, LANGUAGE & OTHER SERVICES
892730	4/24/2009	JOANNE CHUN	\$111.15	02/09-03/10/09 MILEAGE REIMB
892731	4/24/2009	CITY OF ALBANY	\$1,087.03	11/08 GENERAL ELECTION
892732	4/24/2009	HSBC BUSINESS SOLUTIONS	\$741.48	POT STICKERS & GLOVES (FOOD SERVICES)

<u>CHECK #</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMT</u>	<u>DESCRIPTION</u>
892733	4/24/2009	CRAIGSLIST	\$75.00	JOB POSTINGS (HR)
892737	4/24/2009	EAST BAY RESTAURANT SUPPLY	\$1,063.27	STEAM TABLE & PANS
892739	4/24/2009	LORETA EMERSON	\$71.07	REIMB FOR STAMPS & MEETING SUPPLIES
892740	4/24/2009	AMY EVOY	\$200.00	REIMB FOR LHS TRIP
892741	4/24/2009	FAGEN FRIEDMAN & FULLFROST, LLP	\$40.00	LABOR & EMPLOYMENT CONSORTIA
892742	4/24/2009	FALTZ ASSOCIATES INC.	\$675.00	08/09 SPEECH & LANGUAGE SERVICES
892743	4/24/2009	FEDEX	\$19.73	OVERNIGHT SHIPPING (D.O.)
892744	4/24/2009	FIRSTGROUP AMERICA	\$350.00	TRANSPORTATION (ATHLETICS)
892745	4/24/2009	FIVE GRAIN GRAPHICS	\$239.25	DISCIPLINARY REFERRALS (AMS)
892746	4/24/2009	STATE SELPA ADMINISTRATORS	\$480.00	REG/LEGISLATIVE INFORMATION SHARING DAY
892750	4/24/2009	GRANICUS, INC.	\$2,215.63	MINUTESMAKER
892754	4/24/2009	CINNA HUNTER	\$31.46	09/29-04/03 MILEAGE
892755	4/24/2009	J.W. PEPPER & SON INC	\$144.28	OPEN FOR SUPPLIES (AMS)
892757	4/24/2009	HELEN JIANG	\$9.58	03/16-04/15 MILEAGE REIMB
892759	4/24/2009	JOHNSTONE SUPPLY	\$201.52	OPEN FOR HARDWARE
892760	4/24/2009	BETSY KAYE	\$780.00	08/09 VISUALLY IMPAIRED SERVICES
892763	4/24/2009	LANGUAGE PEOPLE, INC.	\$4,620.00	08/09 CAPTIONING SERVICES
892767	4/24/2009	LOZANO SMITH	\$17,776.11	03/09 LEGAL SERVICES
892770	4/24/2009	DIANE MARIE	\$72.41	REIMB FOR STAMPS
892774	4/24/2009	MARILEE MITCHELL	\$39.58	REIMB FOR CLASSROOM SUPPLIES
892775	4/24/2009	ELLEN MURFF	\$191.00	REIMB FOR BTSA CLASS
892776	4/24/2009	NASCO MODESTO	\$144.44	SCI MATERIALS (AHS)
892778	4/24/2009	MELINDA NIEDERBRACH	\$14.04	03/16-04/13 MILEAGE REIMB
892780	4/24/2009	OFFICE DEPOT	\$8.73	RECEIVED STAMP
892781	4/24/2009	PARAMOUNT ELEVATOR CORPORATION	\$90.00	08/09 ELEVATOR SERVICE (CORNELL)
892782	4/24/2009	PAWAR TRANSPORTATION LLC	\$400.00	08/09 TRANSPORTATION SERVICES
892783	4/24/2009	PG&E	\$10,211.37	10/23-03/25 SERVICE
892784	4/24/2009	PRUDENTIAL OVERALL SUPPLY	\$160.10	UNIFORM SERVICE
892787	4/24/2009	AT&T	\$178.20	04/11-05/10 SERVICE
892788	4/24/2009	SCANTRON SERVICES GROUP	\$561.77	FORMS (AHS)
892790	4/24/2009	SI SE PUEDE BEHAVIORAL	\$1,807.50	08/09 SPECIAL ACADEMIC BEHAVIOR SERVICES
892792	4/24/2009	SMITH-EMERY COMPANY	\$674.22	INSPECT & TEST/SOUND FENCE PROJECT
892793	4/24/2009	STARFISH THERAPIES	\$735.00	08/09 PHYSICAL THERAPY SERVICES
892794	4/24/2009	SUMMITVIEW SCHOOL	\$4,041.84	08/09 BASIC ED & TRANS SERVICES
892795	4/24/2009	RENEE THERIAULT	\$32.59	REIMB FOR CLASSROOM SUPPLIES
892797	4/24/2009	WAXIE SANITARY SUPPLY	\$676.93	SANITARY SUPPLIES
892799	4/24/2009	YMCA CAMP ARROYO	\$20,053.00	08/09 TRIPS (AMS)
892715	4/24/2009	RETIREE	\$459.57	05/09 CALPERS/REIMB

25  
 04 APRIL 2009 WARRANT LISTING

<u>CHECK #</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMT</u>	<u>DESCRIPTION</u>
892717	4/24/2009	RETREE	\$459.57	05/09 CALPERS/REIMB
892725	4/24/2009	RETREE	\$407.30	05/09 CALPERS/REIMB
892726	4/24/2009	RETREE	\$801.01	05/09 CALPERS/REIMB
892727	4/24/2009	RETREE	\$459.57	05/09 CALPERS/REIMB
892734	4/24/2009	RETREE	\$687.46	05/09 CALPERS/REIMB
892735	4/24/2009	RETREE	\$915.60	05/09 CALPERS/REIMB
892736	4/24/2009	RETREE	\$1,020.14	05/09 CALPERS/REIMB
892738	4/24/2009	RETREE	\$915.60	05/09 CALPERS/REIMB
892747	4/24/2009	RETREE	\$240.44	05/09 CALPERS/REIMB
892748	4/24/2009	RETREE	\$125.00	05/09 CNL
892749	4/24/2009	RETREE	\$407.30	05/09 CALPERS/REIMB
892751	4/24/2009	RETREE	\$1,020.14	05/09 CALPERS/REIMB
892752	4/24/2009	RETREE	\$1,020.14	05/09 CALPERS/REIMB
892753	4/24/2009	RETREE	\$801.01	05/09 CALPERS/REIMB
892756	4/24/2009	RETREE	\$915.60	05/09 CALPERS/REIMB
892758	4/24/2009	RETREE	\$1,020.14	05/09 CALPERS/REIMB
892761	4/24/2009	RETREE	\$863.96	05/09 CALPERS/REIMB
892762	4/24/2009	RETREE	\$303.60	05/09 CALPERS/REIMB
892764	4/24/2009	RETREE	\$801.01	05/09 CALPERS/REIMB
892765	4/24/2009	RETREE	\$687.46	05/09 CALPERS/REIMB
892766	4/24/2009	RETREE	\$407.30	05/09 CALPERS/REIMB
892768	4/24/2009	RETREE	\$407.30	05/09 CALPERS/REIMB
892769	4/24/2009	RETREE	\$687.46	05/09 CALPERS/REIMB
892771	4/24/2009	RETREE	\$915.60	05/09 CALPERS/REIMB
892772	4/24/2009	RETREE	\$915.60	05/09 CALPERS/REIMB
892773	4/24/2009	RETREE	\$459.57	05/09 CALPERS/REIMB
892777	4/24/2009	RETREE	\$915.60	05/09 CALPERS/REIMB
892779	4/24/2009	RETREE	\$949.94	05/09 CALPERS/REIMB
892785	4/24/2009	RETREE	\$1,020.14	05/09 CALPERS/REIMB
892786	4/24/2009	RETREE	\$459.57	05/09 CALPERS/REIMB
892789	4/24/2009	RETREE	\$407.30	05/09 CALPERS/REIMB
892791	4/24/2009	RETREE	\$1,020.14	05/09 CALPERS/REIMB
892796	4/24/2009	RETREE	\$407.30	05/09 CALPERS/REIMB
892798	4/24/2009	RETREE	\$949.94	05/09 CALPERS/REIMB
892800	4/24/2009	RETREE	\$1,020.14	05/09 CALPERS/REIMB
			\$915.60	05/09 CALPERS/REIMB

869949 4/14/2009 AMERICAN FIDELITY ASSURANCE CO

\$162.14 Payroll on 4/14/09

<u>CHECK #</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMT</u>	<u>DESCRIPTION</u>
869950	4/14/2009	American Fidelity Assurance	\$300.00	Payroll on 4/14/09
869951	4/14/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$943.81	Payroll on 4/14/09
869952	4/14/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$2,477.03	Payroll on 4/14/09
869953	4/14/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$828.24	Payroll on 4/14/09
869954	4/14/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$3,541.34	Payroll on 4/14/09
869955	4/14/2009	CSEA Dues	\$36.75	Payroll on 4/14/09
869956	4/14/2009	PRUDENTIAL/KEENAN	\$15.00	Payroll on 4/14/09
869957	4/14/2009	PRUDENTIAL/KEENAN	\$7.50	Payroll on 4/14/09
869958	4/14/2009	PRUDENTIAL/KEENAN	\$57.00	Payroll on 4/14/09
870876	4/22/2009	1st United Services Credit Un.	\$2,217.90	Payroll on 4/22/09
870877	4/22/2009	ACSA'S FOUNDATION FOR	\$310.01	Payroll on 4/22/09
870878	4/22/2009	ACSA'S FOUNDATION FOR	\$360.25	Payroll on 4/22/09
870879	4/22/2009	ALAMEDA COUNTY SCHOOLS INS	\$6,026.25	Payroll on 4/22/09
870880	4/22/2009	Alameda Cnty Schools Insurance	\$1,328.59	Payroll on 4/22/09
870881	4/22/2009	AIG RETIREMENT ADVISORS INC.	\$2,850.00	Payroll on 4/22/09
870882	4/22/2009	AIG RETIREMENT ADVISORS INC.	\$250.00	Payroll on 4/22/09
870883	4/22/2009	ALBANY EDUCATION FOUNDATION	\$17.00	Payroll on 4/22/09
870884	4/22/2009	American Family Life	\$12.94	Payroll on 4/22/09
870885	4/22/2009	American Fidelity Assurance Co	\$1,930.00	Payroll on 4/22/09
870886	4/22/2009	AMERICAN FIDELITY ASSURANCE	\$3,851.81	Payroll on 4/22/09
870887	4/22/2009	AMERICAN FIDELITY ASSURANCE CO	\$384.15	Payroll on 4/22/09
870888	4/22/2009	AMERICAN FIDELITY ASSURANCE CO	\$552.13	Payroll on 4/22/09
870889	4/22/2009	AMERICAN FUNDS SERVICE	\$2,260.00	Payroll on 4/22/09
870890	4/22/2009	American Fidelity Assurance	\$4,430.00	Payroll on 4/22/09
870891	4/22/2009	American Fidelity Assurance	\$278.00	Payroll on 4/22/09
870892	4/22/2009	American Fidelity Assurance	\$4,508.66	Payroll on 4/22/09
870893	4/22/2009	American General Annuity	\$120.00	Payroll on 4/22/09
870894	4/22/2009	ING Northern Annuity	\$3,224.00	Payroll on 4/22/09
870895	4/22/2009	Albany Unified School District	\$1,017,833.60	Payroll on 4/22/09
870896	4/22/2009	Albany Unified School District	\$25,389.30	Payroll on 4/22/09
870897	4/22/2009	Albany Unified School District	\$56,853.08	Payroll on 4/22/09
870898	4/22/2009	Albany Unified School District	\$14,827.32	Payroll on 4/22/09
870899	4/22/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$66,439.28	Payroll on 4/22/09
870900	4/22/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$208,055.76	Payroll on 4/22/09
870901	4/22/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$58,540.72	Payroll on 4/22/09
870902	4/22/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$65,416.60	Payroll on 4/22/09
870903	4/22/2009	ALBANY UNIFIED REVOLVING FUND	\$100.00	Payroll on 4/22/09
870904	4/22/2009	CALIFORNIA STATE	\$625.00	Payroll on 4/22/09

CHECK #	CHECK DT	COMPANY NAME	CHECK AMT	DESCRIPTION
870905	4/22/2009	CALIF STATE TEACHER RET SYSTEM	\$8,032.01	Payroll on 4/22/09
870906	4/22/2009	Calif. State Empl Credit Union	\$400.00	Payroll on 4/22/09
870907	4/22/2009	CALIFORNIA STATE DISBSMT UNIT	\$309.54	Payroll on 4/22/09
870908	4/22/2009	CALPERS - CALIFORNIA PUBLIC	\$14,394.14	Payroll on 4/22/09
870909	4/22/2009	CONSECO INSURANCE COMPANY	\$200.00	Payroll on 4/22/09
870910	4/22/2009	CONSECO INSURANCE COMPANY	\$400.00	Payroll on 4/22/09
870911	4/22/2009	CSEA Dues	\$3,828.18	Payroll on 4/22/09
870912	4/22/2009	CSEA VICTORY CLUB	\$45.00	Payroll on 4/22/09
870913	4/22/2009	CTA Dues	\$21,717.52	Payroll on 4/22/09
870914	4/22/2009	CTA	\$10.00	Payroll on 4/22/09
870915	4/22/2009	EDFUND	\$483.85	Payroll on 4/22/09
870916	4/22/2009	Equitable Life Assurance Co.	\$1,005.00	Payroll on 4/22/09
870917	4/22/2009	FIDELITY INVESTMENTS	\$300.00	Payroll on 4/22/09
870918	4/22/2009	FRANKLIN TEMPLETON BANK & TRUS	\$1,100.00	Payroll on 4/22/09
870919	4/22/2009	GALIC DISBURSING COMPANY	\$3,005.00	Payroll on 4/22/09
870920	4/22/2009	GALIC DISBURSING COMPANY	\$212.00	Payroll on 4/22/09
870921	4/22/2009	GALIC DISBURSING COMPANY	\$5,968.60	Payroll on 4/22/09
870922	4/22/2009	GALIC DISBURSING COMPANY	\$275.00	Payroll on 4/22/09
870923	4/22/2009	GALIC DISBURSING COMPANY	\$250.00	Payroll on 4/22/09
870924	4/22/2009	GALIC DISBURSING COMPANY	\$4,450.00	Payroll on 4/22/09
870925	4/22/2009	HORACE MANN LIFE INS. CO	\$1,000.00	Payroll on 4/22/09
870926	4/22/2009	IDS Financial Services INS	\$300.00	Payroll on 4/22/09
870927	4/22/2009	Fresno Internal Revenue Serv.	\$438.36	Payroll on 4/22/09
870928	4/22/2009	Jackson National Life Ins Co	\$1,044.00	Payroll on 4/22/09
870929	4/22/2009	PRUDENTIAL/KEENAN	\$180.58	Payroll on 4/22/09
870930	4/22/2009	PRUDENTIAL/KEENAN	\$1,633.04	Payroll on 4/22/09
870931	4/22/2009	PRUDENTIAL/KEENAN	\$391.30	Payroll on 4/22/09
870932	4/22/2009	Life Insurance Co of SouthWest	\$3,410.00	Payroll on 4/22/09
870933	4/22/2009	METLIFE RESOURCES 403B CO	\$11,812.50	Payroll on 4/22/09
870934	4/22/2009	National Health Insurance Co.	\$550.00	Payroll on 4/22/09
870935	4/22/2009	NORTHERN LIFE INSURANCE CO	\$200.00	Payroll on 4/22/09
870936	4/22/2009	NORTHERN LIFE INSURANCE CO	\$400.00	Payroll on 4/22/09
870937	4/22/2009	OGDEN SERVICE CENTER	\$126.00	Payroll on 4/22/09
870938	4/22/2009	OPPENHEIMER FUND	\$2,369.00	Payroll on 4/22/09
870939	4/22/2009	Pacific Life Insurance Co	\$300.00	Payroll on 4/22/09
870940	4/22/2009	Provident central Credit Union	\$1,275.00	Payroll on 4/22/09
870941	4/22/2009	Provident central Credit Union	\$636.00	Payroll on 4/22/09
870942	4/22/2009	Putnam Investors Services	\$4,550.00	Payroll on 4/22/09

<u>CHECK #</u>	<u>CHECK DT</u>	<u>COMPANY NAME</u>	<u>CHECK AMT</u>	<u>DESCRIPTION</u>
870943	4/22/2009	Reliastar Life Ins. CO	\$3,460.00	Payroll on 4/22/09
870944	4/22/2009	The Security Benefit Group	\$300.00	Payroll on 4/22/09
870945	4/22/2009	PAT MORONES	\$1,818.33	Payroll on 4/22/09
870946	4/22/2009	SEIU LOCAL 1021 COPE DEDUCTION	\$29.00	Payroll on 4/22/09
870947	4/22/2009	SOCIAL SECURITY ADMINISTRATION	\$254.74	Payroll on 4/22/09
870948	4/22/2009	STANDARD INSURANCE COMPANY	\$46.57	Payroll on 4/22/09
870949	4/22/2009	STANDARD INSURANCE COMPANY	\$2,147.25	Payroll on 4/22/09
870950	4/22/2009	STANDARD INSURANCE COMPANY	\$22.97	Payroll on 4/22/09
870951	4/22/2009	STATE OF CALIFORNA	\$937.53	Payroll on 4/22/09
870952	4/22/2009	STATE OF CALIFORNA	\$261.22	Payroll on 4/22/09
870953	4/22/2009	STATE OF CALIFORNA	\$238.71	Payroll on 4/22/09
870954	4/22/2009	TAX DEFERRED SERVICES 457PLAN	\$23,170.00	Payroll on 4/22/09
870955	4/22/2009	TAX DEFERRED SERVICES 457PLAN	\$1,400.00	Payroll on 4/22/09
870956	4/22/2009	Thomas E. Westmaker	\$11.25	Payroll on 4/22/09
870957	4/22/2009	TIAA-CREF	\$260.00	Payroll on 4/22/09
870958	4/22/2009	TRANSAMERICA	\$385.00	Payroll on 4/22/09
870959	4/22/2009	United Way	\$10.00	Payroll on 4/22/09
870960	4/22/2009	Vanguard Fiduciary Trust Co	\$7,790.00	Payroll on 4/22/09
870961	4/22/2009	VAR ANN LF	\$5,445.00	Payroll on 4/22/09
893262	4/27/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$7.45	Payroll on 4/27/09
893263	4/27/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$34.21	Payroll on 4/27/09
893264	4/27/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$6.62	Payroll on 4/27/09
893265	4/27/2009	ALBANY UNIFIED SCHOOL DISTRICT	\$28.28	Payroll on 4/27/09
			<b>\$3,744,481.53</b>	<b>TOTAL</b>

**FUND SUMMARY**


<u>FUND DESCRIPTION</u>	<u>AMOUNT</u>
010- GENERAL FUND	\$3,415,321.25
110- ADULT EDUCATION FUND	\$32,561.13
120- CHILD DEVELOPMENT FUND	\$69,623.96
130- CAFETERIA FUND	\$56,248.32
210- BUILDING FUND PRIMARY	\$169,502.34
250- CAPITAL FACILITIES FUND	\$1,224.53
	<b>\$3,744,481.53</b>
	<b>TOTAL</b>



**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of May 19, 2009**

**ITEM:** Service Agreement Contract– Pest Control

**PREPARED BY:** Laurie Harden, Assistant Superintendent, Business Services 

**TYPE OF ITEM:** *Consent Agenda*

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**BACKGROUND INFORMATION:**

Currently the district contracts with University of California at Berkeley for pest control management services at the Albany Children's Center. The district contacted our current provider for pest management at other sites to compare prices. Hydrex quoted an hourly rate that is significantly less than our current contract with UCB.

**FINANCIAL INFORMATION:**

UCB charges \$80.00 per hour based on 3.0 hours per month. Hydrex's proposed contract is \$45.00 per hour for the same service. Hydrex will save the district \$105 per month/\$1,260 per year, based on 3.0 hours per month beginning July 1, 2009 – June 30, 2010.

**RECOMMENDATION:** Approve contract with Hydrex Pest Control for the 2009-10 year for the Albany Children's Center @ \$45.00 per hour not to exceed 3.0 hours per month.

# SERVICE AGREEMENT

P30



Serving Since 1921

ERNE  
# 5/1/09

- 313 Dawson Drive • Camarillo, CA 93012 (805) 482-2782
- 21370 Foothill Blvd. • Hayward, CA 94541 (510) 886-1515
- 101 Cuyama Lane • Nipomo, CA 93444 (805) 925-8711
- 2940 De La Vina St. • Santa Barbara, CA 93105 (805) 687-6644
- 8 Hangar Way • Watsonville, CA 95076 (831) 722-9216
- 4031 Alken Street, Suite B4 • Bakersfield, CA 93308 (661) 324-2701

(800) 284-7985

BRANCH <u>5</u>	CUSTOMER NUMBER	ROUTE <u>5</u>	MAP COORDINATES <u>609 07</u>	CALL BEFORE <input type="checkbox"/>	YES <input type="checkbox"/>	POST CARD <input type="checkbox"/>	YES <input type="checkbox"/>	PURCHASE ORDER #	C.O.D. YES <input type="checkbox"/>
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ANNUAL SERVICE AGREEMENT:  MONTHLY     BI-MONTHLY     OTHER Not to exceed 30 hours per month

SERVICE NAME <u>Maple children's Center</u>			BILLING NAME <u>Albany USD</u>		
SERVICE ADDRESS <u>1125 Jackson St</u>			BILLING ADDRESS <u>904 Talbot Ave</u>		
CITY <u>Albany CA</u>	STATE <u>CA</u>	ZIP <u>94706</u>	CITY <u>Albany</u>	STATE <u>CA</u>	ZIP <u>94706</u>
CONTACT PERSON <u>Doris Betz</u>		EMAIL ADDRESS		CALIFORNIA DRIVERS LICENSE NUMBER	
SERVICE TELEPHONE <u>50-558-3770</u>		WORK TELEPHONE		IF REQUESTING TO BE BILLED	
				BILLING TELEPHONE <u>510-558-3770</u>	
				CONTACT PERSON <u>Doris Betz</u>	
				FAX NUMBER <u>510-559-6560</u>	
RESIDENTIAL <input type="checkbox"/>		COMMERCIAL <input checked="" type="checkbox"/>			
SERVICE SLIP REMARKS <u>rodents only - no pesticides</u>			OFFICE REMARKS		

I/We hereby authorize HYDREX PEST CONTROL CO. to proceed with the following work as agreed upon in this contract: to perform its regular pest control service, furnishing all labor, materials and equipment for the control of the following pest(s) or rodent(s). Equipment used at or left on customer's property remains the property of HYDREX PEST CONTROL CO. unless specifically purchased from HYDREX PEST CONTROL CO. by customer. Any damaged or lost equipment provided will be replaced at customer's expense.

**CHECK PEST TYPES COVERED BY THIS AGREEMENT**

- |  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> ANTS<br><input type="checkbox"/> CARPET BEETLES<br><input type="checkbox"/> FLEAS<br><input type="checkbox"/> SILVERFISH | <input checked="" type="checkbox"/> SPIDERS<br><input type="checkbox"/> TICKS<br><input type="checkbox"/> BEES<br><input type="checkbox"/> WASPS | <input type="checkbox"/> SOW/PILL BUGS<br><input type="checkbox"/> COCKROACHES<br><input type="checkbox"/> EARWIGS<br><input type="checkbox"/> CRICKETS | <input checked="" type="checkbox"/> MICE<br><input checked="" type="checkbox"/> RATS<br><input type="checkbox"/> AGRICULTURAL<br><input type="checkbox"/> OTHER _____ |
|--|--|---|---|

THIS SERVICE DOES NOT INCLUDE THE CONTROL OF TERMITES, FUNGI OR WOOD DESTROYING PESTS OR ORGANISMS, BUT DOES INCLUDE INSECTS NOTED ABOVE, (WITH THE EXCEPTION OF CARPENTER AND PHARAOH ANTS UNLESS SPECIFIED ABOVE), AND IS SUBJECT TO TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING YOUR RIGHTS UNDER THE FEDERAL TRUTH IN LENDING LAW. WHILE THE INTENT OF THE SERVICE IS TO PREVENT DAMAGE FROM PESTS, HYDREX PEST CONTROL CO. SHALL NOT BE LIABLE IF SUCH DAMAGE SHOULD OCCUR DURING THE PERIOD SUCH SERVICE IS RENDERED. YOUR COOPERATION IS IMPORTANT TO INSURE THE MOST EFFECTIVE RESULTS FROM HYDREX PEST CONTROL CO. WHENEVER CONDITIONS CONDUCIVE TO THE BREEDING AND HARBORAGE OF PESTS COVERED BY THIS AGREEMENT ARE REPORTED TO YOU IN WRITING BY HYDREX AND ARE NOT CORRECTED BY YOU, HYDREX CANNOT ASSURE SATISFACTORY SERVICE.

**OCCUPANT(S) AGREES NOT TO RE-ENTER PREMISES FOR FOUR (4) HOURS FOLLOWING INTERIOR SERVICE(S)**

CONTRACTED AND GUARANTEED FOR A PERIOD OF 12 MONTHS. THE FIRST 1 MONTH PERIOD WILL BE \$ 45 AND \$ 45 EVERY FOLLOWING 1 MONTH PERIOD THEREAFTER UNTIL CANCELLED IN WRITING 30 DAYS PRIOR TO THE NEXT SCHEDULED SERVICE.

DATE <u>1/1</u>	TIME	SOURCE	OFFICE	FIELD	INITIAL	CHECK #	AMOUNT \$	MASTER CHARGE <input type="checkbox"/>	VISA <input type="checkbox"/>	AMERICAN EXPRESS <input type="checkbox"/>	
MATERIALS (SEE LEGEND ON REVERSE)						SERVICED BY	CREDIT CARD #	EXPIRATION DATE			
						NUMBER	NAME AS APPEARS ON CREDIT CARD				

UNDER NORMAL CONDITIONS, 7 TO 14 DAYS ARE OFTEN REQUIRED FOR CONTROL OF PESTS

HYDREX PEST CONTROL CO., during said period, agrees to furnish pest control as required. The fulfillment of any agreement would be contingent upon the regular payments as stipulated, for services rendered. Customer agrees to provide property access for timely servicing at intervals contracted herein and will be automatically billed under this service warranty to fulfill the obligations of this contract. In the event of the sale or other disposal of the buildings or premises described, any unpaid balance would be immediately due and payable, unless said unfulfilled obligations are assumed in writing by and between said subsequent interest and HYDREX. After the expiration of the prescribed term of an agreement, the agreement would automatically extend for a like term, unless cancelled in writing thirty (30) days prior to the expiration date of the agreement. **CONTRACT TERMS:** Payable at time of service. A finance charge of 1-1/2% per month (18% annually) will be charged on all accounts over 30 days from contract date. HYDREX warrants, to the extent of the consideration price stated above, that its control service will be satisfactory, but makes no other warranty, express or implied. As a part of the consideration of an agreement, the Acceptor, by his or its acceptance of the Proposal, agrees to waive any claim he or it may have against HYDREX arising out of damage to his or its person or application of control remedies by HYDREX. No other terms, conditions, or representations would be binding unless in writing.

AUTHORIZED SIGNATURE _____ HYDREX Pest Control Co. West Coast	LIC. # _____	AUTHORIZED SIGNATURE <u>Maria Stephenson / Superintendent</u> PRINT NAME & TITLE	DATE _____
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PLEASE SEE REVERSE SIDE OF CONTRACT FOR IMPORTANT SAFETY-RELATED INFORMATION  
CONTRACT AND INVOICE FOR SERVICE RENDERED

# SERVICE AGREEMENT

P31



**HYDREX  
PEST CONTROL  
CO.**  
Serving Since 1921

ERNIE  
5/1/09

- 313 Dawson Drive • Camarillo, CA 93012 (805) 482-2782
- 21370 Foothill Blvd. • Hayward, CA 94541 (510) 886-1515
- 101 Cuyama Lane • Nipomo, CA 93444 (805) 925-8711
- 2940 De La Vina St. • Santa Barbara, CA 93105 (805) 687-6644
- 8 Hangar Way • Watsonville, CA 95076 (831) 722-9216
- 4031 Alken Street, Suite B4 • Bakersfield, CA 93308 (661) 324-2701

(800) 284-7985

BRANCH <u>5</u>	CUSTOMER NUMBER	ROUTE <u>5</u>	MAP COORDINATES <u>609 C7</u>	CALL BEFORE YES <input type="checkbox"/>	POST CARD YES <input type="checkbox"/>	PURCHASE ORDER #	C.O.D. YES <input type="checkbox"/>
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ANNUAL SERVICE AGREEMENT:  MONTHLY     BI-MONTHLY     OTHER Not to exceed

SERVICE NAME <u>Albany Children Center</u>	BILLING NAME <u>Albany USD</u>
SERVICE ADDRESS <u>800 Red Oak St Ave</u>	BILLING ADDRESS <u>904 Talbot Ave</u>
CITY <u>Albany CA</u>	CITY <u>Albany CA</u>
STATE <u>CA</u>	STATE <u>CA</u>
ZIP <u>94706</u>	ZIP <u>94706</u>
CONTACT PERSON <u>Dorres Betz</u>	CALIFORNIA DRIVERS LICENSE NUMBER
SERVICE TELEPHONE <u>510-558-3770</u>	IF REQUESTING TO BE BILLED BILLING TELEPHONE <u>510-558-3770</u>
WORK TELEPHONE	CONTACT PERSON <u>Doris Betz</u>
FAX NUMBER <u>510-559-6560</u>	
RESIDENTIAL <input type="checkbox"/>	COMMERCIAL <input checked="" type="checkbox"/>
SERVICE SLIP REMARKS <u>rodents only - no pesticides</u>	OFFICE REMARKS

I/We hereby authorize HYDREX PEST CONTROL CO. to proceed with the following work as agreed upon in this contract: to perform its regular pest control service, furnishing all labor, materials and equipment for the control of the following pest(s) or rodent(s). Equipment used at or left on customer's property remains the property of HYDREX PEST CONTROL CO. unless specifically purchased from HYDREX PEST CONTROL CO. by customer. Any damaged or lost equipment provided will be replaced at customer's expense.

**CHECK PEST TYPES COVERED BY THIS AGREEMENT**

- |  |   |  |                                       |
|--|---|--|---------------------------------------|
| <input checked="" type="checkbox"/> ANTS | <input checked="" type="checkbox"/> SPIDERS | <input type="checkbox"/> SOW/PILL BUGS | <input type="checkbox"/> MICE         |
| <input type="checkbox"/> CARPET BEETLES  | <input type="checkbox"/> TICKS              | <input type="checkbox"/> COCKROACHES   | <input type="checkbox"/> RATS         |
| <input type="checkbox"/> FLEAS           | <input type="checkbox"/> BEES               | <input type="checkbox"/> EARWIGS       | <input type="checkbox"/> AGRICULTURAL |
| <input type="checkbox"/> SILVERFISH      | <input type="checkbox"/> WASPS              | <input type="checkbox"/> CRICKETS      | <input type="checkbox"/> OTHER        |

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							CASH \$				
							SERVICED BY	CREDIT CARD #			
								EXPIRATION DATE			
MATERIALS (SEE LEGEND ON REVERSE)		INTERIOR					NAME AS APPEARS ON CREDIT CARD				
		EXTERIOR									
							NUMBER				

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AUTHORIZED SIGNATURE _____ HYDREX Pest Control Co. West Coast	LIC. #	AUTHORIZED SIGNATURE <u>Marla Stephenson / Superintendent</u> PRINT NAME & TITLE	DATE
---	--------	--	------

PLEASE SEE REVERSE SIDE OF CONTRACT FOR IMPORTANT SAFETY- RELATED INFORMATION  
CONTRACT AND INVOICE FOR SERVICE RENDERED

UNIVERSITY OF CALIFORNIA AT BERKELEY

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

PEST MANAGEMENT SERVICES OF PP-CS 11A EDWARDS STADIUM #1386 BERKELEY, CALIFORNIA 94720-1386

PEST MANAGEMENT SERVICES - MEMORANDUM OF UNDERSTANDING

Physical Plant-Campus Services  
Pest Management Services Agreement

Fiscal Year 2008-09  
Department: Albany Children's Center

Contact: Susan Stevenson Telephone: 559-6592

LOCATION	ACCOUNT	COST/MO.	COST/YR.
<u>University Village</u>	<u>Sundry debtor</u>	<u>\$240.00</u>	<u>\$2,880.00</u>

36 hours per year @ \$80.00/hour.

I agree that my department will pay the cost indicated above on a monthly basis for services rendered. This agreement will automatically renew July 1 of each fiscal year at the campus approved recharge rate applicable for the unit providing the service unless cancelled or project scope is changed by either party with a minimum of 30 days written notice.

\_\_\_\_\_  
*Authorized Department Signature*

\_\_\_\_\_  
*Date*

Please sign and return to:

Phil Cody  
PP-CS, Pest Management Services  
11A Edwards Stadium MC 1386

*We provide 24 hour on-call emergency response*

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of May 19, 2009**

**ITEM:** Board of Education  
**PREPARED BY:** Marla Stephenson  
**TYPE OF ITEM:** Hazardous Materials Abatement Monitoring Consulting  
Services For the Albany High School Pool Demolition Project

---

**BACKGROUND INFORMATION:**

Hazardous materials (asbestos and lead paint) monitoring consulting services are required to support the Albany High School Pool Demolition Project. These services are necessary to ensure abatement and demolition activities are conducted in compliance with air quality and hazardous material handling regulations

At the request of the District, Millennium Consulting Associates (MECA) was asked to submit a proposal for these services. MECA has provided hazardous material consulting services to the Albany Unified School District for over ten years. They have performed well and their fee rates fall within industry standards. In addition, MECA has already prepared the hazardous materials survey and abatement plans for the Pool Demolition Project.

MECA has provided a proposal in the amount of \$21,005.00 (attached). The attached proposal details their specific scope of services.

---

**FINANCIAL INFORMATION:**

**RECOMMENDATION:** Approve the award of a Professional Services Agreement contract with Millennium Consulting Associates in the amount of \$21,005.00 for hazardous materials abatement monitoring consulting services for the Albany High School Pool Demolition Project.

**MILLENNIUM**

CONSULTING ASSOCIATES

A MECA Consulting, Inc. Company

*Providing Premiere Environmental & Industrial Hygiene Services Since 1986*

Corporate Offices:  
620 Contra Costa Blvd., Ste. 102  
Pleasant Hill, CA 94523  
925.808.6700  
[www.mecaenviro.com](http://www.mecaenviro.com)

April 29, 2009

Sent via e-mail: david@bolloconstruction.com

Ms. Marla Stephenson  
c/o Mr. David Burke  
Bollo Construction, Inc.  
852 Northport Drive, Suite 105  
West Sacramento, CA 95691

Proposal No. P09-2092

**Subject: Proposal to Provide Hazardous Material Abatement Monitoring during Hazardous Material Abatement and Building Demolition  
Albany High School Aquatic Center Project – Demolition Phase  
1311 Portland Avenue, Albany, California**

**INTRODUCTION**

Millennium Consulting Associates ("Millennium" a MECA Consulting, Inc. Company) is pleased to present this proposal to provide hazardous material abatement monitoring services during the abatement and demolition of the existing Albany Swim Center, Snack Shack and canopy shade.

**PROJECT UNDERSTANDING**

The demolition phase for the Albany High School Aquatic Center involves the hazardous material abatement and demolition of three (3) existing buildings and/or structures (Swim Center Pool Building, Snack Shack and shade canopy). Following demolition of the buildings, the site will be graded to enable construction of the new aquatic center. The above work will require hazardous material abatement of the existing buildings prior to demolition.

**PROPOSED SCOPE OF SERVICES**

For the purposes of this proposal, hazardous materials are described as asbestos containing materials (ACM), and/or lead containing materials (LCM), and/or mold affected building components and universal wastes (light fixtures, thermostats, illuminated exit signs). All abatement monitoring services shall be performed and supervised by personnel who are qualified and certified in their perspective professional fields.

**Task 3: Bidding Services:**

Millennium will assist Albany USD and Bollo Construction during the bidding phase by providing the following:

1. Attending up to two pre-bid walks to review the hazardous materials related work as described in the project specifications and drawings.
2. Provide written responses to RFI's and prepare written addenda pertaining to hazardous material related work as required. All written responses will be coordinated with the Project Architect.

Ms. Marla Stephenson  
 c/o Mr. David Burke  
 April 29, 2009  
 Page 2

**Task 4: Inspection and Monitoring Services:**

Millennium will provide hazardous material abatement inspection and monitoring services by providing the following:

1. Attending weekly construction progress meetings (as necessary) to coordinate abatement monitoring with planned work activities during the demolition phase of the project.
2. Reviewing hazardous material subcontractor submittals for conformance with the project specifications.
3. Provide written responses to RFI's and prepare written addenda pertaining to hazardous material related work as required. All written responses will be coordinated with the Project Architect.
4. Inspecting abatement enclosures prior to initiation of abatement activities for conformance with project specifications.
5. Performing periodic inspections of the hazardous material subcontractors work
6. Assisting the contractor in conducting necessary bulk sample collection and testing for waste characterization and waste profiling, and
7. Performing necessary clearance inspections and testing.

Submittal review is expected to require about one week. Waste characterization will be performed prior to the start of abatement.

**Task 5: Project Closeout:**

Millennium will provide project closeout services by providing the following:

1. Review contractor red-lined drawings related to hazmat abatement work, and
2. Preparing and/or review required close-out documents.

**FEE ESTIMATE PROPOSAL**

Millennium proposes to provide the services referenced above (Tasks 3 - 5) for a total of \$21,005 in accordance with the attached Fee Schedule. Because an abatement/demolition contractor has not been selected and no specific abatement construction schedule was available at the time this proposal was prepared, the number of abatement monitoring shifts is an estimate at this time. Millennium will provide a revise estimate upon receipt of the abatement contractor's schedule and work plan submittal.

**Task 3 Assumptions:**

- Attend two pre-bid walks to review the hazardous materials related work as described in the project specifications. Each bid walk is anticipated to last 3 to 4 hours.
- Assist in preparing necessary addendums during the bidding period.

**Task 4 Assumptions**

- Phase 1 (mobilization and submittal phase): Millennium's Project Manager will attend the initial pre-construction and weekly construction meetings during this phase. Millennium will review abatement subcontractor submittals during this phase. No hazardous material abatement is

Ms. Marla Stephenson  
c/o Mr. David Burke  
April 29, 2009  
Page 3

anticipated to be performed during this phase. However, field meetings with the abatement contractor may be conducted to discuss implementation of the abatement work plan and to perform waste characterization sampling and analysis.

- Phase 2 (Abatement and Demolition): Millennium will perform hazmat abatement monitoring activities during demolition of the existing buildings. Millennium will attend weekly construction meetings, as necessary, while abatement and demolition monitoring is being conducted. Millennium will perform full-time monitoring of abatement activities and part time observation of demolition activities. Abatement is anticipated to require about two to three weeks to complete. Millennium estimates that abatement monitoring will require ten (10) full time shifts and ten (10) half time shifts. Full time shifts are anticipated to be 10 hours; half time shifts are anticipated to be 4 hours.

#### Task 5 Assumptions

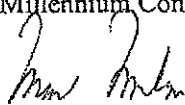
- Abatement subcontractor provides closeout documentation for each containment and/or abatement activity in timely manner.

#### TERMS

Tasks 3, 4 and 5 will be invoiced monthly. Please complete and return the attached Proposal Acceptance and Notice to Proceed.

If you have any comments or questions, please do not hesitate to contact our office.

Sincerely,  
Millennium Consulting Associates



Mark Milani, P.E., CAC  
Principal Engineer

M:\Proposals\No Cal - 2009 Proposals\P09-2092 Albany HS Aquatic Center Demolition Monitoring\P09-2092 - Albany HS Aquatic Center Demo Monitoring 4-29-09.doc

Attachments: Fee Schedule  
Proposal Acceptance and Notice to Proceed  
Standard Terms and Conditions



FEE SCHEDULE  
 ALBANY HIGH SCHOOL AQUATIC CENTER PROJECT  
 DEMOLITION PHASE

**Project:** Albany High School Aquatic Swim Center  
Abatement and Demolition Monitoring  
(Tasks 3, 4 and 5)

**Proposal Due Date:** 4/29/2009

**Scope of Work:** *Provide hazardous materials abatement monitoring. See Attached Proposal P09-2092 for Additional Scope of Work Documentation.*

**IH Firm:** Millennium Consulting Associates

**Contact:** Jack McCubbin

**Email Address:** jmccubbin@mecaenviro.com

<b>Task 1: Hazardous Materials Pre-design Investigation (Surveys, Data Analysis &amp; Reporting)</b>				
<b>Labor</b>				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Surveys, Data Analysis & Reporting	0	\$135.00	\$0.00
Project Professional		0	\$95.00	\$0.00
Field Surveyor		0	\$75.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	0	\$45.00	\$0.00
<b>Total Labor Costs</b>				<b>\$0.00</b>
<b>Other Costs</b>				
Item	No. of Item	Fixed Unit Rate	Total	
PLM Analysis (3 to 5 Day Turnaround Time (TAT))	0	\$17.00	\$0.00	
PLM Point Count Analysis - 1,200 Point Count (3 to 5 Day TAT)		\$200.00	\$0.00	
AAS Analysis for Lead Paint Chip (3 to 5 Day TAT)	0	\$19.00	\$0.00	
XRF Rental (Daily Rate)	0	\$250.00	\$0.00	
Field Consumables	0	\$250.00	\$0.00	
<b>Total Other Costs</b>				<b>\$0.00</b>
<b>TOTAL TASK 1</b>				<b>\$0.00</b>

FEE SCHEDULE  
ALBANY HIGH SCHOOL AQUATIC CENTER PROJECT  
DEMOLITION PHASE

<b>Task 2: Development of Hazardous Materials Abatement Documents</b>				
<b>Labor</b>				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Haz. Mat. Plans & Specs. Meetings w/AOR	0	\$135.00	\$0.00
Project Professional	Abatement Cost Estimates	0	\$95.00	\$0.00
Drafter	CAD, Drafting	0	\$75.00	\$0.00
Administrative Support	Clerical, Data Entry, etc.	0	\$45.00	\$0.00
<b>Total Labor Costs</b>				<b>\$0.00</b>
<b>Other Costs</b>				
Item		No. of Item	Fixed Unit Rate	Total
Office Consumeables (Reproduction, Plans, Shipping, etc.)		0	\$500.00	\$0.00
<b>Total Other Costs</b>				<b>\$0.00</b>
<b>TOTAL TASK 2</b>				<b>\$0.00</b>

<b>Task 3: Bidding Services</b>				
<b>Labor</b>				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Addendum Prep.		\$135.00	\$0.00
Project Professional	Attendance to 2 Pre-bid Walks	6	\$95.00	\$570.00
Drafter	CAD, Drafting	2	\$75.00	\$150.00
Administrative Support	Addendum Prep.	2	\$45.00	\$90.00
<b>Total Labor Costs</b>				<b>\$810.00</b>
<b>Other Costs</b>				
Item		No. of Item	Fixed Unit Rate	Total
Office Consumeables (Reproduction, Plans, Shipping, etc.)		1	\$50.00	\$50.00
<b>Total Other Costs</b>				<b>\$50.00</b>
<b>TOTAL TASK 3</b>				<b>\$860.00</b>

FEE SCHEDULE  
 ALBANY HIGH SCHOOL AQUATIC CENTER PROJECT  
 DEMOLITION PHASE

<b>Task 4: Inspection &amp; Monitoring</b>				
<b>Labor</b>				
Labor Category	Description of Work	No. of Hours/Shifts	Hourly Rate per SOQ	Total
Senior Project Professional	Meetings	8	\$135.00	\$1,080.00
Project Professional	Project Management	12	\$95.00	\$1,140.00
Administrative Support	Clerical, Data Entry, etc.	4	\$45.00	\$180.00
Shift Rate - Regular	4-Hour	10	\$360.00	\$3,600.00
	8-Hour		\$620.00	\$0.00
	10-Hour	10	\$810.00	\$8,100.00
	12-Hour	0	\$985.00	\$0.00
Shift Rate - Premium	4-Hour	0	\$415.00	\$0.00
	8-Hour	0	\$710.00	\$0.00
	10-Hour	0	\$935.00	\$0.00
	12-Hour	0	\$1,115.00	\$0.00
<b>Total Labor Costs</b>				<b>\$14,100.00</b>
<b>Other Costs</b>				
Item		No. of Item	Fixed Unit Rate	Total
PCM analysis - 24-hour		25	\$17.00	\$425.00
TEM (AHERA) 24-hour		0	\$75.00	\$0.00
Lead (wipe/air) - 24 hour		40	\$35.00	\$1,400.00
Waste Characterization (lead - total/wet/tc/p)		12	\$175.00	\$2,100.00
Sample Shipment		6	\$40.00	\$240.00
				\$0.00
Field Consumeables		1	\$250.00	\$250.00
<b>Total Other Costs</b>				<b>\$4,415.00</b>
<b>TOTAL TASK 4</b>				<b>\$18,515.00</b>

<b>Task 5: Project Closeout</b>				
<b>Labor</b>				
Labor Category	Description of Work	No. of Hours	Hourly Rate per SOQ	Total
Senior Project Professional	Q/A	2	\$135.00	\$270.00
Project Professional	Report Preparation	8	\$95.00	\$760.00
Administrative Support	Clerical, Data Entry, etc.	10	\$45.00	\$450.00
<b>Total Labor Costs</b>				<b>\$1,480.00</b>
<b>Other Costs</b>				
Item		No. of Item	Fixed Unit Rate	Total
Office Consumeables		1	\$150.00	\$150.00
<b>Total Other Costs</b>				<b>\$150.00</b>
<b>TOTAL TASK 5</b>				<b>\$1,630.00</b>

<b>TOTAL: Tasks 1-5</b>	<b>\$21,005.00</b>
-------------------------	--------------------

"Providing Premiere Environmental & Industrial Hygiene Services Since 1986"

**MILLENNIUM**  
CONSULTING ASSOCIATES  
A MEGA Consulting, Inc. Company

Corporate Offices:  
620 Contra Costa Blvd., Ste. 102  
Pleasant Hill, CA 94523  
925.808.6700  
[www.mecaenviro.com](http://www.mecaenviro.com)

## PROPOSAL ACCEPTANCE AND NOTICE TO PROCEED

**Proposal Number: P09-2092**

**Project Name: Provide Hazardous Material Abatement Monitoring during Hazardous Material Abatement and Building Demolition  
Albany High School Aquatic Center Project – Demolition Phase  
1311 Portland Avenue, Albany, California**

**Budget: \$21,005 See Fee Schedule Table in proposal**

**YOUR SIGNATURE INDICATES ACCEPTANCE OF THE PROPOSAL REFERENCED ABOVE, THE CONTRACT DOCUMENTS AND THE TERMS AND CONDITIONS UNLESS EXPRESSLY MODIFIED IN WRITING.**

**ACCEPTED BY:**

**MILLENNIUM CONSULTING ASSOCIATES**

**CLIENT:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**(Officer authorized to execute contracts)**

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

\*This contract must be signed by a principal of the company or officer of the corporation or other representative authorized to execute contracts on behalf of client. Further, The Client's authorized representative hereby represents that he/she has read and understands the paragraphs entitled Insurance and Indemnity and Limitation of Liability, which deal with the allocation of risk between the CLIENT and MILLENNIUM.

**Please sign and return the signature page as our notice to proceed. MILLENNIUM will forward a fully conformed copy of the agreement upon receipt of the signed signature page.**

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**MILLENNIUM CONSULTING ASSOCIATES**  
**("MILLENNIUM", A MECA CONSULTING INC. COMPANY)**  
**TERMS, CONDITIONS**

**1. CLIENT DEFINITION**

CLIENT as used herein shall include and apply to all parties equally, be they individuals, corporations, partnerships, associations, government agencies, or other entities, whether acting alone or collectively as a group where the services of this Agreement are being provided to, or on behalf of, the group.

**2. STANDARD OF CARE**

Services performed by MILLENNIUM will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions currently practicing under similar conditions and in the same locality, subject to the time limits and financial, physical or any other constraints applicable to the Services. No warranty, express or implied is made.

**3. INVOICES AND PAYMENT TERMS**

MILLENNIUM will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify MILLENNIUM within ten (10) days of receipt of invoice of any dispute with the invoice. CLIENT and MILLENNIUM will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then MILLENNIUM shall have the right to suspend all work under this Agreement, without prejudice. CLIENT will pay all reasonable demobilization and other suspension costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by MILLENNIUM in pursuit of past due payments. If the cost estimate for a project is time and materials (with a not-to-exceed limit), and the estimate is broken down into budgets for specific tasks, the task budgets may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

**4. CHANGES**

CLIENT and MILLENNIUM recognize that it may be necessary to modify the scope of Services, the schedule, and/or the cost estimate proposed in this Agreement. Such changes could change the scope of Services, personnel, limitations, schedule, and/or the cost, as may be equitable under the circumstances. MILLENNIUM shall notify CLIENT when it has reason to believe a change to the Agreement is warranted. MILLENNIUM shall prepare a Change Order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the Change Order request and advise MILLENNIUM in a timely manner in writing on how to proceed. If after a good faith effort by MILLENNIUM to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then MILLENNIUM shall have the right to terminate this Agreement upon written notice to the CLIENT.

**5. DELAYS AND FORCE MAJEURE**

If site conditions prevent or inhibit performance of Services or if unrevealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays, and any delays caused by CLIENT and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and MILLENNIUM shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. Delays within the scope of this Article shall, at the option of either party make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold MILLENNIUM responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies or other events that are beyond the reasonable control of MILLENNIUM. For this purpose, such acts or events shall include, but not be limited to, storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that MILLENNIUM shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

**6. DATA AND INFORMATION**

CLIENT shall provide to MILLENNIUM all the reports, data, studies, plans, specifications, documents and other information, which are relevant to the Services. MILLENNIUM shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by CLIENT or others in performing the Services and, MILLENNIUM assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MILLENNIUM, and agrees to defend, indemnify and hold MILLENNIUM harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to MILLENNIUM by CLIENT. MILLENNIUM will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MILLENNIUM's data, interpretations or recommendations.

**7. PROFESSIONAL WORK PRODUCT**

The Service provided by MILLENNIUM is intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates (the "Documents") and all electronic media prepared by MILLENNIUM are considered its professional work product. MILLENNIUM retains all rights to its professional work product. Copies of Documents shall be provided to CLIENT upon written request and at Client's expense. MILLENNIUM will retain these Documents for a period of two (2) years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media version of MILLENNIUM's professional work product. CLIENT understands that the professional work product is not intended or represented by MILLENNIUM to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether Client's or otherwise, without MILLENNIUM's prior written permission. CLIENT agrees that any reuse unauthorized by MILLENNIUM will be at CLIENT'S sole risk and that CLIENT will defend, indemnify and hold MILLENNIUM harmless from any loss or liability resulting from the use, misuse or negligent use of the professional work product.

**8. INDEPENDENT JUDGMENTS OF CLIENT**

If the Services include the collection of samples and data relative to Client's contemplated purchase or sale of certain property, then MILLENNIUM performs the Services with Client's understanding of the Subsurface and other Risks. MILLENNIUM will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of CLIENT, or others, which are the result of this effort. MILLENNIUM does not undertake any Services which would result in any recommendation, advice or direction by MILLENNIUM as to whether CLIENT should or should not proceed to purchase or sell the site in question, but it is understood that CLIENT intends to utilize the data provided by MILLENNIUM to make its own independent judgment in that respect.

**9. INSURANCE AND INDEMNITY**

MILLENNIUM maintains and shall continue to maintain during the performance of this Agreement its standard insurance coverage as follows:

- Workers' Compensation insurance in compliance with statutory limits
- Employers' liability with the following limits: Each Accident \$1,000,000

- Business Automobile Liability with the following limits:
- Commercial General Liability with the following limits:
- General Aggregate \$2,000,000
- Professional Liability Insurance with the following limits:

Combined Single Limit \$1,000,000  
Each Occurrence \$1,000,000

Any One Claim \$1,000,000  
Policy Aggregate \$2,000,000

CLIENT shall not require MILLENNIUM to sign any document or perform any Service, which in the judgment of MILLENNIUM would risk the availability or increase the cost of its professional or general liability insurance.

CLIENT shall, at all times, defend, indemnify and save harmless MILLENNIUM and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, court and arbitration costs, arising out of or resulting from the Services of MILLENNIUM, inclusive of claims made by third parties, or any claims against MILLENNIUM arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors. To the fullest extent permitted by law, such indemnification shall apply regardless of strict liability of MILLENNIUM. Such indemnification shall not apply to the extent such claims, damages, losses or expenses are finally determined to result from MILLENNIUM's negligence.

MILLENNIUM shall, at all times, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage to third-party property to the extent directly attributable to the negligent acts, errors or omissions of MILLENNIUM.

#### 10. LIMITATION OF LIABILITY

CLIENT shall immediately notify MILLENNIUM of any deficiencies or suspected deficiencies arising directly or indirectly from MILLENNIUM's negligent acts, errors or omissions. Failure by CLIENT to notify MILLENNIUM shall relieve MILLENNIUM of any further responsibility and liability for such deficiencies. CLIENT and MILLENNIUM agree that all liability arising directly or indirectly from this Agreement or the Services of MILLENNIUM shall expire no later than one (1) year from the date of MILLENNIUM's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, which the CLIENT recognizes is sufficient and reasonable, CLIENT agrees to limit the liability of MILLENNIUM, its employees, officers, directors, agents, consultants and subcontractors to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from MILLENNIUM's acts, errors or omissions, such that the total aggregate liability of MILLENNIUM to all those named shall not exceed \$20,000 or MILLENNIUM's total fee for the Services rendered under this Agreement, whichever is greater. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.

#### 11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for MILLENNIUM, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT must obtain permission for MILLENNIUM to enter the site and perform the Services. While MILLENNIUM will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some damage may occur, the restoration of which is not part of this Agreement.

#### 12. SUBSURFACE AND OTHER RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical and/or hydrogeologic conditions that MILLENNIUM interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.

In the prosecution of the Services, MILLENNIUM will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to defend, indemnify and hold MILLENNIUM harmless for any damage to subterranean structures or utilities and for any impact this damage may cause, except to the extent the damage is directly attributable to the negligence of MILLENNIUM.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. Because subsurface sampling is a necessary aspect of the work which MILLENNIUM may perform on Client's behalf, CLIENT waives any claim against MILLENNIUM, and agrees to defend, indemnify and hold MILLENNIUM harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by any subsurface investigation. CLIENT further agrees to compensate MILLENNIUM for any time spent or expenses incurred by MILLENNIUM in defense of any such claim, in accordance with MILLENNIUM's prevailing fee schedule and expense reimbursement policy.

Similar risks as noted above apply to air, water and other media assessments conducted aboveground. Any air and/or water testing regimen may fail to detect certain conditions. Also, the passage of time, natural occurrences and/or direct or indirect intervention at or near the site may substantially alter the results of assessments conducted by MILLENNIUM or others.

#### 13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

All uncontaminated samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. These soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, MILLENNIUM will store samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing hazardous constituents), soil cuttings, contaminated water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleaned of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at Client's direction and expense. It is understood and agreed that MILLENNIUM is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site. CLIENT agrees to indemnify and hold MILLENNIUM harmless from and against all loss, damage, expense, and claims arising out of the disposal of all such samples, materials and equipment.

#### 14. CONTROL OF WORK AND JOB-SITE SAFETY

MILLENNIUM shall be responsible only for its activities and that of its employees and subcontractors. MILLENNIUM's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against MILLENNIUM because of this Agreement or the performance or nonperformance of Services hereunder. MILLENNIUM will not direct, supervise or control the work of other consultants and contractors or their subcontractors. MILLENNIUM does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

Insofar as job site safety is concerned, MILLENNIUM is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. MILLENNIUM shall not advise

on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of MILLENNUIUM, nor the presence of MILLENNUIUM or its employees and subcontractors, shall be construed to imply that MILLENNUIUM controls the operations of others or has any responsibility for job site safety.

#### 15. PUBLIC RESPONSIBILITY

CLIENT has a duty to conform to applicable codes, standards, regulations and ordinances, with regard to public health and safety. While MILLENNUIUM performs the Services, it will endeavor to alert CLIENT to any matter of which MILLENNUIUM becomes aware and believes requires Client's immediate attention to help protect public health and safety, or which MILLENNUIUM believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform to applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard MILLENNUIUM's recommendations in these respects, MILLENNUIUM shall employ its best judgment in deciding whether or not it should notify public officials. If CLIENT decides to disregard MILLENNUIUM's recommendations, MILLENNUIUM shall have the right to immediately terminate this Agreement upon written notice to the CLIENT.

#### 16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

Prior to commencing the Services, CLIENT shall furnish to MILLENNUIUM all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous materials, suspected hazardous materials, or other hazards, on or under the site. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed MILLENNUIUM.

CLIENT recognizes that hazardous materials or suspected hazardous materials may be discovered on the project site property or on any adjacent property to the site. CLIENT recognizes that it is Client's responsibility, and not MILLENNUIUM's, to inform the Owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against MILLENNUIUM and agrees to defend, indemnify and hold harmless MILLENNUIUM from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on Client's property or on property not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which MILLENNUIUM shall be fairly compensated.

#### 17. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice, such period shall not be less than seven (7) calendar days. In the event of termination, MILLENNUIUM shall be paid for services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. MILLENNUIUM may complete such analyses and records as are necessary to complete their files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of MILLENNUIUM in completing such analyses, records and reports.

#### 18. DISPUTES

All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, shall be initiated, determined, and resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

#### 19. CLIENT LITIGATION

If MILLENNUIUM is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of CLIENT litigation to which MILLENNUIUM is not an adverse party, CLIENT shall reimburse MILLENNUIUM for all direct expenses and time in accordance with MILLENNUIUM's current rate schedule.

#### 20. CONFIDENTIALITY

MILLENNUIUM will endeavor to keep confidential all data and information which is marked confidential and furnished to MILLENNUIUM by CLIENT under this Agreement. MILLENNUIUM's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to MILLENNUIUM, obtained from third parties without violating any confidentiality agreement, required to be produced by MILLENNUIUM pursuant to any law, subpoena, or court order or required by MILLENNUIUM in the defense of any claim. MILLENNUIUM may use and publish the Client's name and give a general description of the Services rendered by MILLENNUIUM for the purpose of informing other clients and potential clients of MILLENNUIUM's experience and qualifications.

#### 21. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by MILLENNUIUM (hereinafter "Intellectual Property") as well as any modifications, updates or enhancements to said Intellectual Property during the performance of the Services remain the property of MILLENNUIUM, and MILLENNUIUM does not grant CLIENT any right or license to such Intellectual Property. MILLENNUIUM shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others, unless MILLENNUIUM or its agents, employees or subcontractors are licensed or otherwise have the right to use and dispose of such information. MILLENNUIUM shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of MILLENNUIUM shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If MILLENNUIUM performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless then MILLENNUIUM and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

#### 22. MISCELLANEOUS

- a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- c) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- d) All representations and obligations (including without limitation the obligation of CLIENT to indemnify MILLENNUIUM in Article 10 and the Limitation of Liability in Article 11) shall survive indefinitely the termination of the Agreement.
- e) Any provision, to the extent it is found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- f) All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of California, unless the law of another jurisdiction must apply for this Agreement to be enforceable.

END

AGREEMENT FOR BOND COUNSEL SERVICES

This Agreement is entered into as of the date of execution hereof between the Albany Unified School District (the "District") and Orrick, Herrington & Sutcliffe LLP ("Bond Counsel"), as follows:

Recitals

A. District conducted a successful school district general obligation bond election pursuant to the provisions of Proposition 39, on February 5, 2008, with assistance of Bond Counsel. District now proposes to issue and sell or to request the Board of Supervisors of the County of Alameda (the "County") to issue and sell general obligation bonds (the "Bonds") in the name of the District, in the approximate aggregate principal amount of \$10,000,000, in a single series. District desires to formalize its engagement of Bond Counsel for provision of the services incident to such election, issuance and sale. District has not engaged any other law firm to provide the legal services contemplated by this Agreement.

B. Bond Counsel possesses the necessary professional capabilities and resources to provide the legal services required by District as described in this Agreement.

Agreements

1. Term: This Agreement shall remain in effect until all of the Bonds have been issued, unless sooner terminated in writing as provided herein.

2. Scope of Services.

(a). *Pre-Election Services*. Bond Counsel has performed the following legal services in connection with the election conducted on February 5, 2008:

(1) Review of the District's financing priorities with District staff and the District's financing consultant (whether an independent financial advisor or underwriter), and consult with District staff regarding possible legal structures.

(2) Preparation of a timetable setting forth the actions required to be undertaken to accomplish the election, and coordination with County election officials to ensure that the necessary legal requirements are satisfied.

(3) Preparation of the resolution of the Board of Education of the District (the "Board of Education") required to call the election and request consolidation with any other elections to be held on the same date, including review of and consultation on the ballot measure and project list.

(4) Attendance at such meetings or hearings of the Board of Education and working group meetings or conference calls as District may request, and assistance to District staff in preparation of such explanations or presentations to the Board of Education as they may request regarding the election and proceedings therefor.



(5) Preparation of the resolution of the Board of Supervisors of the County ordering consolidation of the election, if required.

(6) Preparation and/or review of the forms of the tax rate statement and the County Counsel's independent analysis required to be distributed to voters, if required.

(7) Review of the ballot arguments to be prepared by or on behalf of the District, if requested, solely to evaluate whether or not statements summarizing the legal terms of the ballot measure are correct; however, parties recognize that the District is prohibited by law from contracting with any person (including Bond Counsel) to engage in partisan promotion of the ballot measure, and is prohibited by law from paying Bond Counsel (or any person) for such services from bond proceeds or from any public funds.

(8) Consultation with the District and its staff, counsel, and financing consultant, and with the County and its staff, concerning the election proceedings.

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

(b). *Post-Election Services.* Bond Counsel shall provide the following post-election services with respect to the Bonds of each series:

(1) Consultation with representatives of the District, including District's staff, counsel, financing consultant, and others, with respect to the timing, terms and legal structure of the proposed Bonds.

(2) Preparation of the proceedings for the authorization and issuance of the Bonds, including all necessary resolutions or agreements of the Board of Education and the Board of Supervisors of the County setting forth the terms and conditions of the Bonds and their form, date, denominations, and payment (the "Basic Legal Documents"), and preparation of the proceedings for the sale of the Bonds by competitive sale pursuant to an official notice inviting bids on the Bonds or by negotiated sale pursuant to a bond purchase contract.

(3) If requested, attendance at meetings of the Board of Education of the District and with the District's financing consultant regarding the issuance and sale of the Bonds, and assistance to District staff in preparation of such explanations or presentations to the Board of Education as District staff may request.

(4) Supervision of the legal aspects of the public sale, attendance at the public sale of the Bonds, if requested, and preparation of the resolution or certificate awarding the sale of the Bonds. Preparation of the bond purchase contract, if the bonds are to be sold by negotiation.

(5) Attendance at and participation in meetings with bond rating agencies and prospective bond bidders, if deemed necessary by the District.

(6) Preparation of the bond certificates, preparation of final closing papers required to effect delivery of the Bonds (including the Tax Certificate), and the organization and conducting of the closing.

(7) Rendering of Bond Counsel's customary final legal opinion on the validity of the Bonds and the tax-exempt status of interest thereon.

(8) Preparation and delivery of transcripts to parties named by the District.

(9) Filing of required reports of the bond transaction on behalf of the District with the Internal Revenue Service.

(c). *Excluded Services.* Bond Counsel services are limited to those specifically set forth above. Bond Counsel services do not include representation of District or any other party to the transaction in any litigation or other legal or administrative proceeding involving any of the Bonds or any related matter. Bond Counsel services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate, or similar laws. Bond Counsel services do not include any financial advice or analysis, or calculation of or negotiation with the County regarding property tax rates. Bond Counsel will not be responsible for the services performed by or acts or omissions of any other participant. Bond Counsel's services hereunder will not extend past the date of issuance of each series of the Bonds and will not, for example, include services related to rebate compliance or continuing disclosure, investment of Bond proceeds, advice to or regarding a citizens' oversight committee, or otherwise related to the Bonds or the permitted use of Bond proceeds after delivery of the Bonds, for which Bond Counsel may be separately engaged. See paragraph 3(c) hereof.

(d). *Official Statements.* So long as District's financial advisor is engaged to prepare the official statement with respect to any series of Bonds, Bond Counsel is not engaged with respect to, and will not be responsible for, the preparation or content of any portion of the Official Statement or other offering document describing such Bonds or the rendering of any opinions thereon. Bond Counsel will neither review the Official Statement or drafts thereof, nor participate in meetings or conference calls during which the Official Statement is reviewed or discussed, nor conduct any due diligence investigation nor review the results of such investigation. Bond Counsel will distribute draft and final Basic Legal Documents, the Continuing Disclosure Agreement, the form of opinion of Bond Counsel, and other legal documents to the party preparing the Official Statement, but Bond Counsel will not be required to separately prepare or provide summaries of any of the provisions of the Basic Legal Documents or other legal documents, including the Continuing Disclosure Agreement, or of Bond Counsel's final legal opinion, for use in the Official Statement. District will instruct other members of the financing team not to send Official Statement drafts to Bond Counsel. Bond Counsel is and remains available for engagement as "disclosure counsel" to prepare or review the District's Official Statements under a supplemental agreement.

### 3. Compensation.

(a). *Election.* For legal services and advice in connection with the election and preparation of a bond measure and bond project list, to be paid only upon the issuance of the first series of Bonds following the successful election, Bond Counsel shall be paid a fixed fee of \$15,000.

(b). *Bond Issuance.* Bond Counsel will be paid a fixed fee upon delivery of the Bonds of each series in the amount of \$30,000, subject to the assumptions and adjustments in paragraph (d) and to the provisions for termination in Section 7 hereof. For any series of Bonds issued more than two years after the date of this Agreement, Bond Counsel shall have the right to seek an adjustment for inflation.

(c). *Additional Legal Advice and Services.* The parties acknowledge that District might need consultation of Bond Counsel from time to time, prior to or following issuance of the Bonds, or on matters not directly related to a pending bond issue, including opinions on the permitted use of bond proceeds. Bond Counsel shall be available at the request of the District to perform such legal analysis and render such advice in written or oral form, as District shall request. Unless otherwise arranged in writing between the parties, compensation for such advice shall be on the basis of Bond Counsel's customary hourly rates in effect at the time, noncontingent, and shall be billed and payable monthly, unless a different written arrangement is made, and may be paid from bond proceeds upon the issuance of the following series of Bonds hereunder, to the extent such work is determined to be an authorized expenditure of bond proceeds.

In connection with the issuance of the first series of Bonds, the parties acknowledge that Bond Counsel has been asked by District and its financial advisors to evaluate alternatives to maximize bond proceeds in the first series under restrictive bonding capacity and tax rate constraints, including preparation of resolution authorizing bond anticipation notes, and to advise on questions regarding authorized projects for use of bond proceeds under the ballot measure. District agrees to pay Bond Counsel's fees and disbursements related to these services upon issuance of the first series of the Bonds.

(d). *Other Services.* Orrick subsidiary BondLogistix is available to provide rebate compliance, continuing disclosure, and/or investment services pursuant to separate agreement. Contact BondLogistix at (415) 773-5403, attn. Thomas B. Fox.

(e). *Assumptions and Adjustments.*

Bond Counsel is able to deliver its services at the fee quoted in this section by working as efficiently as possible. The parties understand that significant departure from the structure or schedule described, or significant change in the legal structure after drafting of the Basic Legal Documents has commenced, if such is requested by the District or by or on the advice of the District's financing consultant, is expected to occasion substantial additional time and effort on the part of Bond Counsel, and shall entitle Bond Counsel to an adjustment to the fee.

The quoted fixed fee includes all work necessary for a standard, relatively straightforward, competitively sold general obligation bond transaction. It is not expected that Bond Counsel will be asked to prepare, review or deliver bond purchase contracts, supplemental opinions of Bond Counsel to underwriters and others; reliance letters to paying agent or bond insurers or others; agreements for paying agent services; agreements providing for investment of bond proceeds; additional resolutions beyond the Basic Legal Documents; or other agreements or documents not generally required of Bond Counsel in similar competitively sold bond transactions.

It is also assumed that the transaction will not have an extraordinary amount of problems or issues, that Bond Counsel will be required to attend no more than the usual number of

meetings and conference calls (generally, one board meeting at which an election is called, one board meeting at which bond documents are adopted, and up to two planning sessions or conference calls to determine bond structure and advise District staff regarding ongoing compliance requirements), and that Bond Counsel will not be required to generate an unusual number of drafts of the resolutions and other legal documents. Initial draft legal documents will not be required of Bond Counsel fewer than 7 days following notice that such documents are requested, and delivery of any series of the Bonds ("Closing") will occur no earlier than 14 days following the sale of said Bonds, with adjustments in the event any legal holidays occur during such periods.

The following particular situations are not expected to arise; therefore, the parties hereby agree that Bond Counsel shall be entitled to seek an adjustment to the fee if Bond Counsel is requested to (i) participate in meetings with bond rating agencies and prospective bond bidders outside California; or (ii) prepare proceedings in connection with bond anticipation notes, variable interest rate bonds, or capital appreciation bonds, or any derivative products; or (iii) prepare, amend or revise documents as may be required by the provider of credit enhancement, whether through bond insurance, letter of credit or otherwise; or (iv) prepare proceedings for prepayment of any lease obligations from bond proceeds; (v) prepare proceedings for private or negotiated sale of the bonds; or (vi) prepare proceedings to qualify any of the projects to be financed by the Bonds for reimbursement from the State of California under any State financing program or requesting reduction of state-assessed *ad valorem* taxes.

District agrees that any additional fee for services described in the above paragraphs or other additional services will be charged at the hourly rates of the attorneys and paralegals assigned, unless otherwise agreed upon between the District and Bond Counsel following notice to Bond Counsel by the District or the District's financing consultant that such work is desirable. Hourly rates are adjusted annually, and Bond Counsel agrees to provide such rates upon request.

4. Reimbursement. In addition to the compensation provided for above, District will reimburse Bond Counsel for costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) filing and publication, document reproduction and delivery, travel, long distance telephone, fax, word processing, computer research, secretarial overtime and other similar expenses. Any filing, publication, printing or data costs required in connection with the Bonds shall be paid directly by District, but if paid by Bond Counsel on behalf of District, shall be reimbursed to Bond Counsel on request, notwithstanding any other provision of this Agreement.

Bond Counsel will provide copies of transcripts in the number and format as the District shall request, provided that all costs of reproduction, assembly, binding and CD-ROM burn-in shall be charged to the District, unless the District instructs that other parties are to bear their own costs.

5. Payment. Unless otherwise noted, or unless this Agreement is terminated by the District, fees and expenses shall be payable by District upon issuance of the Bonds, and payment shall be entirely contingent upon issuance of the Bonds. *See* "Termination of Agreement and Legal Services" below. Parties acknowledge and agree that in certain circumstances, payment may be made by the underwriter of the Bonds from gross proceeds of the Bonds, as provided in the bond sale document.

6. Refunding Bonds. This Agreement shall also govern the issuance of any bonds issued by the District to refund any of the Bonds, at such time or times as the District determines that such a refunding is in the best interests of the District. Fees for such refunding bond issue, and for any disclosure counsel services in connection therewith, shall be determined by the parties at the time the determination is made to proceed with the refunding bond issue, in light of the circumstances and timing of such issue.

For a series of refunding bonds (to refund other outstanding bonds of the District not approved at the 2008 election) expected to be authorized and issued concurrent with the first series of the Bonds, Bond Counsel fees shall be \$35,000. Bond Counsel shall be reimbursed for expenses related to this series of refunding bonds in accordance with Section 4 hereof.

7. Termination of Agreement and Legal Services. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause, and shall be deemed terminated by a course of action inconsistent with a continuing engagement, such as engagement of another bond counsel to provide similar services. In that event, all finished and unfinished documents prepared for adoption or execution by District, shall, at the option of District, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by District, Bond Counsel shall be paid for all satisfactory work performed and not previously compensated hereunder, at the customary hourly rates of the attorneys and paralegals who have provided services, and reimbursed for all actual expenses (whether or not bonds are issued), unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. Upon termination, Bond Counsel shall have no future duty of any kind to the District with respect to the Bonds. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the final series of authorized Bonds; provided that the District shall remain liable for any compensation or reimbursement due under Section 3, 4, 5 or 6 hereof.

8. Nature of Engagement; Relationships With Other Parties.

Bond Counsel and District acknowledge that District has District Counsel to render day-to-day and ongoing general counsel legal services. Bond Counsel shall circulate documents to and coordinate its services with District Counsel to the extent requested by District or District Counsel. Bond Counsel shall be entitled to assume that District Counsel has reviewed all documents and matters submitted to the Board of Education for adoption or approval or to officers of District for execution prior to such adoption, approval or execution. In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, District and other parties, without independent investigation or verification. Bond Counsel will be entitled to rely on direction given by any authorized officer of the District. From time to time, the District's financing consultant may direct Bond Counsel with respect to terms of the Bonds to appear in draft legal documents, bond structure, financing schedules, and other matters related to the Bonds. Bond Counsel will be entitled to rely on such instructions given to Bond Counsel by the District's financing consultant without confirming each such instruction with District staff, and, unless otherwise informed, to assume such instruction is given at the direction of District staff.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services as counsel in connection with the Bonds, Bond Counsel will act as special counsel to District with respect to issuance of the Bonds; i.e., Bond Counsel will assist District Counsel in representing District but only with respect to validity of the Bonds and the issuance resolutions and tax status of interest on the Bonds, and in a manner not inconsistent with the general role of Bond Counsel described in this section.

Bond Counsel's function and responsibility under this Agreement with respect to each series of Bonds terminates upon issuance of each such series of the Bonds (unless terminated sooner as provided herein). Bond Counsel's services as special bond counsel are limited to those contracted for explicitly in this Agreement. Any engagement of Bond Counsel with respect to rebate compliance, post-issuance disclosure or any other matter after issuance of any series of the Bonds shall be separate and distinct from its engagement as special counsel through issuance of said series of Bonds. However, unless otherwise provided, any such post-issuance engagement with respect to said Bonds shall continue on the same basis set forth in this section.

District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities (e.g., Alameda County), underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond financing or that may be involved with or adverse to District in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of District. Given the special, limited role of bond counsel described above, District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that Bond Counsel may have had, have or enter into, and District specifically consents to any and all such relationships.

9. Limitation of Rights to Parties; Successor and Assigns. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than District and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of District and Bond Counsel.

Bond Counsel may not assign its obligations under this Agreement without written consent of District except to a successor partnership or corporation to which all or substantially all of the assets and operations of Bond Counsel are transferred. District may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds (if

not the District). District shall not otherwise assign its rights and obligations under this Agreement without written consent of Bond Counsel. All references to Bond Counsel and District in this Agreement shall be deemed to refer to any such successor of Bond Counsel and to any such assignee of District and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

10. Notices. Any and all notice pertaining to this Agreement shall be given in writing, including by email, fax, or sent by U.S. Postal Service, first class, postage prepaid to Bond Counsel at 405 Howard Street, San Francisco, CA 94105-2669, Attention: John M. Hartenstein, Esq., and to District at 904 Talbot Avenue, Albany, CA 94706-2020, Attention: Marla Stephenson, Superintendent.

11. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

District and Bond Counsel have executed this Agreement by their duly authorized representatives as of the date given below.

Dated: \_\_\_\_\_, 2009.

ALBANY UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Title \_\_\_\_\_  
District's Employer I.D. #  
\_\_\_\_\_

ORRICK, HERRINGTON & SUTCLIFFE LLP

By \_\_\_\_\_  
Partner

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of May 19, 2009**

**ITEM:** Resolution Authorizing the Issuance and Sale of Not to Exceed \$10,000,000 of Bonds of the Albany Unified School District authorized by voters in February 2008 – Measure E.

Resolution Authorizing the Issuance and Sale of Refunding Bonds and Approving Forms of Documents and Action of Officers of the District Necessary in Connection Therewith

**PREPARED BY:** Ruth Alahydoian, KNN Public Finance  
Laurie Harden, Assistant Superintendent, Business Services

**TYPE OF ITEM:** *Action*

**BACKGROUND INFORMATION:**

There are two resolutions before the Board to authorize the sale and issuance of general obligation bonds. The first resolution authorizes the sale and issuance of \$10,000,000 of general obligation bonds authorized by voters in February 2008 – the Measure E bonds for the pool. The second resolution authorizes the sale and issuance of a refunding bond to refinance prior bonds to generate savings for taxpayers. By combining the two transactions, the District will save on certain costs of issuance. In addition, the savings generated by the refunding bonds will allow flexibility to issue the Measure E bonds more cost-effectively.

**KEY ELEMENTS OF RESOLUTIONS:**

The resolutions designate the technical features of the bonds to conform to State regulations. They describe how bonds will be issued, structured, repaid, redeemed, and defeased.

The resolutions designate that the bonds will be sold through competitive sale to encouraging competition among bond underwriters for the lowest interest rates. However, given the turmoil experienced in the bond market over the past year, a provision is included to allow for a negotiated sale if market conditions change and a competitive sale is not possible.

For the Measure E bonds, a table with estimated costs of issuing the bonds is included in the resolution; the table also lists the costs for the refunding bonds. The costs are expected to be paid by the winning underwriter from the premium generated from the bond sale, and will not need to be paid from the \$10,000,000 of bond proceeds.

Various parties are designated to act on behalf of the District: KNN Public Finance as Financial Advisor, Orrick Herrington & Sutcliffe as Bond Counsel, US. Bank as Escrow Agent and Paying Agent, the Superintendent and Assistant Superintendent, Business Services as Authorized District Representatives.

The resolutions also authorize various documents that are in form only but will be completed as the transaction progresses. The documents approved as to form are:



- Preliminary Official Statement – disclosure document for the District’s bonds.
- Form of Notice of Intention – advertisement to be published before sale.
- Form of Official Notice of Sale – specifications for bond sale and bond structure.
- Form of Paying Agent Agreement – for the refunding bonds, specifies technical features of bond repayment, defeasance, etc.
- Form of Escrow Agent Agreement – for the refunding bonds, provides directions to the escrow agent to pay off the prior bonds with the funds generated from the sale of the refunding bonds.
- Form of Continuing Disclosure Certificate – ongoing responsibilities of District regarding disclosure.
- Form of Award Certificate – to be completed when bonds are awarded; will specify final details of bond maturities, interest rates and redemption features.

**RECOMMENDATION:** It is recommended that the Board approve both resolutions as presented.

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

**Res. No.2008-09-29**

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$10,000,000 OF BONDS OF THE ALBANY UNIFIED SCHOOL DISTRICT, PRESCRIBING THE TERMS OF SAID BONDS, APPROVING FORMS OF AND DISTRIBUTION OF AN OFFICIAL STATEMENT AND OFFICIAL NOTICE OF SALE WITH RESPECT TO SAID BONDS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO SELL BONDS, DELEGATING AUTHORIZATION TO AWARD BID FOR SAID BONDS TO AN OFFICER OF THE DISTRICT, AND AUTHORIZING EXECUTION OF NECESSARY CERTIFICATES.

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WHEREAS, this Board of Education of Albany Unified School District (the "District"), located in the County of Alameda (the "County"), California, duly called and an election was regularly held in the District on February 5, 2008, at which the following proposition summary was submitted to the electors of the District:

"In order to reconstruct and replace the Albany School District Community Pool (including showers, lockers and related facilities) to provide students and the community with adequate swimming facilities for school; adult school; athletic competition; recreational and community use, including therapeutic and instructional swim, with additional high school classrooms, shall the Albany Unified School District issue \$10,000,000 in bonds at interest rates within the legal limit, and establish a Citizens' Oversight Committee to monitor all expenditures?"

and

WHEREAS, at least 55% of the votes cast on said proposition were in favor of issuing said bonds; and

WHEREAS, none of the authorized bonds have heretofore been issued and sold;

and

WHEREAS, this Board of Education (the "Board") deems that it is necessary and desirable to offer for sale at public bid on June 24, 2009, or such other date as may be determined, as provided herein, said bonds in a single series as "Albany Unified School District General Obligation Bonds, Election of 2008, Series A," in an aggregate principal amount not exceeding \$10,000,000, according to the terms and in the manner hereinafter set forth; and

WHEREAS, the Board of Supervisors of the County of Alameda (the "County") has adopted the procedures authorized by Section 15140(b) of the Education Code of the State of

California, and has directed that any school district in the County that has not received a qualified or negative certification in its most recent interim report shall issue and sell its own bonds; and

WHEREAS, the District received a positive certification in its most recent interim report, the second interim report for Fiscal Year 2008-09; and

WHEREAS, this Board of Education further deems it necessary and desirable to authorize the sale of said bonds by a competitive sale to the responsible bidder who makes the lowest interest cost bid, and pursuant to Education Code Section 15146, has found and determined that a public competitive bidding process is expected to result in strong interest from the underwriting community, multiple bids, and a lower interest cost than might be available from a sole source provider under the circumstances; and

WHEREAS, in accordance with Education Code Section 15146, estimates of the costs associated with the issuance of said bonds are attached hereto as Exhibit A; and

WHEREAS, this Board of Education further deems it necessary and desirable to authorize the sale of said bonds by negotiated sale, if market conditions so warrant, to an underwriter to be selected by the District pursuant to a bond purchase contract (the "Bond Purchase Contract"); and

WHEREAS, there have been submitted and are on file with the Secretary of the Board proposed forms of an Official Notice of Sale of Bonds, a Notice of Intention to Sell Bonds, an Official Statement, and a form of Continuing Disclosure Certificate, all with respect to not to exceed \$10,000,000 aggregate principal amount of Albany Unified School District General Obligation Bonds, Election of 2008, Series A, proposed to be sold; and

WHEREAS, the District has appointed KNN Public Finance, a division of Zions First National Bank, as Financial Advisor to the District and Orrick, Herrington & Sutcliffe LLP as Bond Counsel to the District with respect to said bonds; and

WHEREAS, the Treasurer-Tax Collector of the County (the "County Treasurer") has consented to the appointment of U.S. Bank National Association to act as paying agent, registrar and transfer agent with respect to the Bonds (the "Paying Agent");

NOW, THEREFORE, THE BOARD OF EDUCATION OF ALBANY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

Section 1.      Recitals: All of the above recitals are true and correct.

Section 2.      Authority for Issuance: The bonds described herein are being issued pursuant to the authority of Sections 15100 and following of the Education Code of the State of California, and other applicable provisions of law.

Section 3.      Designation of Bonds: The bonds authorized to be issued hereby shall be known as the "Albany Unified School District General Obligation Bonds, Election of 2008, Series A" (herein called the "Bonds").

Section 4. Registered Form; Book-Entry: The Depository Trust Company is hereby appointed depository for the Bonds. The Bonds shall be issued in fully registered form without coupons. The Bonds shall be issued in book-entry form only, and shall be initially registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, New York, New York, and registered ownership of the Bonds may not thereafter be transferred except as provided in Section 12 hereof. One bond certificate shall be issued for each maturity of the Bonds; provided that if different CUSIP numbers are assigned to Bonds maturing in a single year, additional Bond certificates shall be prepared for each such maturity.

Section 5. Form of Bonds; Execution: (a) Form. The Bonds, including the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon, shall be in substantially the form attached hereto as Exhibit B, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution; provided, that if a portion of the text of any Bond is printed on the reverse of the Bond, the following legend shall be printed on the Bond: "THE PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SUCH CONTINUED PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE."

(b) Execution. The Bonds shall be signed by the manual or facsimile signature of the President of the Board or, in the absence of the President, another member of the Board, and countersigned by the manual or facsimile signature of the Secretary of the Board or a duly appointed deputy thereof. The Bonds shall be authenticated by a manual signature of a duly authorized officer of the Paying Agent.

(c) Number. The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof which shall be available to the District and the County for inspection.

(d) Effect of Authentication. Only such of the Bonds as shall bear a certificate of authentication and registration in the form given in Exhibit B hereto, executed 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 authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

Section 6. Date of Bonds: The Bonds shall be dated the date of issuance thereof, or such other date as the Superintendent of the District, the Assistant Superintendent, Business Services of the District, or such other officer of the District designated for the purpose (each an "Authorized District Representative") shall determine upon consultation with the Financial Advisor to the District (as defined in Section 15). The date of the Bonds shall be determined upon the award of the Bonds in accordance with the Official Notice of Sale described in Section 15 hereof, and shall be specified in the Certificate of Award described in Section 15 hereof.

Section 7. Aggregate Principal Amount; Maturity; Principal Amounts; Denominations: (a) Aggregate Principal Amount. The Bonds authorized hereby shall not exceed \$10,000,000 in aggregate principal amount. The Bonds may be issued in a lesser aggregate principal amount as shall be determined by the Authorized District Representative upon consultation with the

Financial Advisor. The aggregate principal amount of the Bonds shall be determined upon the award of the Bonds in accordance with the Official Notice of Sale, and specified in the Certificate of Award.

(b) Maturity. The Bonds shall mature or shall be subject to mandatory sinking fund redemption, as described in Section 10(b) hereof, on the dates and in the principal amounts as shall be determined by the Authorized District Representative upon consultation with the Financial Advisor and as shall be specified in preliminary form in, and subject to the terms of, the Official Notice of Sale, and such dates and amounts shall be determined upon the award of the Bonds and specified in the Certificate of Award. No Bond shall have principal maturing on more than one principal maturity date. No Bond shall mature prior to August 1, 2009, and no Bond shall mature later than the date which is 25 years from the date of the Bonds, as provided in Section 6 hereof.

(c) Denominations. The Bonds shall be issued in the denomination of \$5,000 principal amount or any integral multiple thereof.

Section 8. Interest Rate: The Bonds shall bear interest semi-annually at an annual rate not to exceed 12.00%, the maximum amount permitted by State law. The rate of interest to be paid on each maturity of Bonds shall be determined upon the award of the Bonds and specified in the Certificate of Award. Interest shall accrue from the date of the Bonds determined according to Section 6, and shall be payable on February 1 and August 1 in each year, commencing August 1, 2009, or on such other initial and semi-annual payment dates (each, an "interest payment date") as shall be specified prior to the sale of the Bonds in the Official Notice of Sale and which shall be determined upon the award of the Bonds and specified in the Certificate of Award. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 9. Payment: (a) Payment of Principal. The principal of each Bond shall be payable in lawful money of the United States of America to the person appearing on the bond registration books of the Paying Agent as the registered owner thereof (the "Owner"), upon the surrender thereof at the principal corporate trust office of the Paying Agent, as defined in Section 11.

(b) Payment of Interest; Record Date. The interest on the Bonds shall be payable in lawful money of the United States of America to the Owner thereof as of the close of business on the 15th day of the month immediately preceding an interest payment date (the "Record Date"), whether or not such day is a business day. Interest due on any interest payment date which does not fall on a business day (in San Francisco, California) shall be paid on the following business day.

Each Bond authenticated and registered on any date prior to the close of business on the first Record Date shall bear interest from the date of said Bond. Each Bond authenticated during the period between any Record Date and the close of business on its corresponding interest payment date shall bear interest from such interest payment date. Any other Bond shall bear interest from the interest payment date immediately preceding the date of its authentication. If, at the time of authentication of any Bond, interest is in default on outstanding Bonds, such Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on the outstanding Bonds.

Interest shall be paid to the Owner at such Owner's address as it appears on the registration books described in Section 11, or at such address as the Owner may have filed with the Paying Agent for that purpose. Upon the written request of the Owner of Bonds aggregating not less than \$1,000,000 in principal amount, given no later than the applicable Record Date for any interest payment date, interest shall be paid by federal funds wire transfer in immediately available funds at an account maintained in the United States at such wire address as such Owner shall specify in its written request. So long as Cede & Co. or its registered assigns shall be the registered Owner of the Bonds, payment shall be made by wire transfer as provided in Section 12(d) hereof.

(c) Interest and Sinking Fund. Ad valorem taxes collected by the County Treasurer for the payment of principal of and interest on the Bonds, pursuant to Section 14 hereof, shall be credited to the interest and sinking fund of the District. Principal and interest due on the Bonds shall be paid from the interest and sinking fund of the District as provided in Section 15146 of the Education Code.

Section 10. Redemption Provisions: (a) Optional Redemption. The Bonds shall be subject to redemption at the option of the District on the dates and terms as shall be determined upon the award of the Bonds and specified in the Certificate of Award. The Official Notice of Sale and Certificate of Award may provide that the Bonds shall not be subject to optional redemption.

The "date of redemption" is that date on which the Bonds which are called are to be presented for redemption. If less than all of the Bonds are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District, and if less than all of the Bonds of any given maturity are called for redemption, the portions of such Bonds of a given maturity to be redeemed shall be determined by lot.

(b) Mandatory Sinking Fund Redemption. The Bonds, if any, which are designated in the Certificate of Award as Term Bonds shall also be subject to redemption prior to their stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified prior to the sale of the Bonds in the Official Notice of Sale and which shall be determined upon the award of the Bonds and specified in the Certificate of Award. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Term Bonds of that maturity optionally redeemed prior to the mandatory sinking fund payment date. The Official Notice of Sale and Certificate of Award may provide that the Bonds shall not be subject to mandatory sinking fund redemption.

The Auditor-Controller of the County is hereby requested to create such sinking funds or accounts for the Bonds as shall be necessary to accomplish the purposes of this Section.

(c) Notice of Redemption. Notice of optional, unscheduled or contingent redemption of any Bonds shall be given by the Paying Agent upon the written request of the District. Notice of any such redemption of Bonds shall be mailed by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date to the respective Owners thereof at the addresses appearing on the bond registration books described in Section 11, and as may be further required in accordance with the continuing disclosure certificate of the District described in Section 18.

Each notice of redemption shall contain all of the following information:

- (i) the date of such notice;
- (ii) the name of the Bonds and the date of issue of the Bonds;
- (iii) the redemption date;
- (iv) the redemption price;
- (v) the dates of maturity of the Bonds to be redeemed;
- (vi) (if less than all of the Bonds of any maturity are to be redeemed) the distinctive numbers of the Bonds of each maturity to be redeemed;
- (vii) (in the case of Bonds redeemed in part only) the respective portions of the principal amount of the Bonds of each maturity to be redeemed;
- (viii) the CUSIP number, if any, of each maturity of Bonds to be redeemed;
- (ix) a statement that such Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent in San Francisco, California, or at such other place or places designated by the Paying Agent; and
- (x) notice that further interest on such Bonds will not accrue after the designated redemption date.

(d) Effect of Notice. A certificate of the Paying Agent or the District that notice of call and redemption has been given to Owners and to the appropriate securities depositories and information services as herein provided shall be conclusive as against all parties. The actual receipt by the Owner of any Bond or by any securities depository or information service of notice of redemption shall not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in paragraph (f) of this Section, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds at the place specified in the notice of redemption, such Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date shall look for the payment of such Bonds and the redemption premium, if any, thereon only to the interest and sinking fund or the escrow fund established for such purpose. All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(e) Right to Rescind Notice. The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the interest and sinking fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any

premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(f) Redemption Fund. Prior to or on the redemption date of any Bonds there shall be available in the interest and sinking fund of the District, or held in trust for such purpose as provided by law, moneys for the purpose and sufficient to redeem, at the premiums payable as in this resolution provided, the Bonds designated in said notice of redemption. Such moneys so set aside in any such escrow fund shall be applied on or after the redemption date solely for payment of principal of and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all moneys in the interest and sinking fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the interest and sinking fund of the District, unless otherwise provided for to be paid from such escrow. If, after all of the Bonds have been redeemed and cancelled or paid and cancelled, there are moneys remaining in the interest and sinking fund of the District or otherwise held in trust for the payment of the redemption price of the Bonds, said moneys shall be held in or returned or transferred to the interest and sinking fund of the District for payment of any outstanding bonds of the District payable from said fund; provided, however, that if said moneys are part of the proceeds of bonds of the District, said moneys shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

(g) Defeasance of Bonds. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of outstanding Bonds all of the principal, interest and premium, if any, represented by such Bonds at the times and in the manner provided herein and in the Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the statutory obligation to levy and collect taxes for the payment of such Bonds as provided in Section 14 hereof, and such obligation and all agreements and covenants of the District to such Owners hereunder and under the Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Bonds, but only out of moneys on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of paragraph (h) hereof shall apply in all events.

For purposes of this section, the District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent at or before maturity, money or non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available moneys then on deposit in the interest and sinking fund of the District, be fully sufficient, in the opinion of a certified public accountant licensed to practice in the State of California, to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.



(h) Unclaimed Moneys. Any money held in any fund created pursuant to this Resolution, or by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the interest and sinking fund of the District for payment of any outstanding bonds of the District payable from said fund; or, if no such bonds of the District are at such time outstanding, said moneys shall be transferred to the general fund of the District as provided and permitted by law.

Section 11. Paying Agent: (a) Appointment. U.S. Bank National Association, in San Francisco, California, is hereby appointed the initial Paying Agent for the Bonds. The Paying Agent shall act as an agent of the County Treasurer in performing its duties hereunder.

(b) Principal Corporate Trust Office. Unless otherwise specifically noted, any reference herein to the "principal corporate trust office" of the Paying Agent for purposes of transfer, registration, exchange, payment, and surrender of the Bonds shall mean in care of the corporate trust office of U.S. Bank National Association, in St. Paul, Minnesota, and for all other purposes shall mean the corporate trust office of the Paying Agent in San Francisco, California; provided, however, that in any case "principal corporate trust office" shall mean any other office of the Paying Agent designated for a particular purpose, and shall include the principal corporate trust office or other designated office of any successor paying agent.

(c) Registration Books. The Paying Agent will keep or cause to be kept at its principal corporate trust office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District, 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 provided in Section 13 hereof.

(d) Payment of Fees and Expenses. The fees and expenses of the Paying Agent not paid from the proceeds of sale of the Bonds shall be paid in each year from the interest and sinking fund of the District, insofar as permitted by law, including specifically by Section 15232 of the Education Code of the State of California.

(e) Replacement or Resignation of Paying Agent. If, at any time, the County shall determine to replace the Paying Agent then acting hereunder, or if the Paying Agent shall submit its resignation, then the County Treasurer shall, in his or her sole discretion, immediately appoint a successor paying agent to act as Paying Agent hereunder; provided that, if an immediate successor cannot be found, then the replacement or resignation of the Paying Agent shall not take effect for a period of 30 days, unless the County Treasurer shall agree to act as paying agent hereunder until such successor paying agent is able to assume the duties of Paying Agent hereunder.

Section 12. Bond Depository; Discontinuation of Book-Entry System: (a) The Bonds shall be initially issued and registered as provided in Section 4. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a "substitute depository"); provided, that any successor of Cede & Co., as

nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District or the County, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent, together with a written request of the District, a new Bond for each maturity shall be executed and delivered in the aggregate principal amount of the Bonds then outstanding, and registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent together with a written request of the District, new Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to all of the terms of the original Bonds described herein, and thereafter the Bonds shall be transferred pursuant to the provisions set forth in Section 13 hereof; provided, that the Paying Agent shall not be required to deliver such new Bonds within fewer than 60 days after the receipt of any such written request.

(c) The District, the County and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District, the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with, any beneficial owners of the Bonds. Neither the District, the County, nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the Owner of any Bonds.

(d) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co. or its registered assigns, as sole Owner, in effecting payment of the principal and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due, or on the following business day if such payment date shall fall on a day when banks in New York or San Francisco are closed.

Section 13. Transfer and Exchange: (a) Transfer. Following the termination or removal of the depository pursuant to Section 12 hereof, any Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 11 hereof, by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bond or Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate (each as provided in Section 5), and the Paying Agent shall deliver, a new Bond or Bonds of the same series, maturity, interest payment mode and interest rate, for a like aggregate principal amount. The Paying Agent shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Bond shall be required to be made by the Paying Agent during the period from (1) the close of business on any Record Date to and including the succeeding interest payment date, or (2) the close of business on the date on which notice is given that such Bond has been selected for redemption in whole or in part, to and including the designated redemption date.

(b) Exchange. Bonds may be exchanged at the principal corporate trust office of the Paying Agent for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity, interest payment mode and interest rate, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent. 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.

Whenever any Bond or Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate (each as provided in Section 5), and the Paying Agent shall deliver, a new Bond or Bonds of the same series, maturity, interest payment mode and interest rate, for a like aggregate principal amount. The Paying Agent shall require the payment by the Owner requesting any such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Bonds shall be required to be made by the Paying Agent during the period from (1) the close of business on any Record Date to and including the succeeding interest payment date, or (2) the close of business on the date on which notice is given that such Bond has been selected for redemption in whole or in part, to and including the designated redemption date.

Section 14. Request to County to Levy Tax: The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the

Bonds, and to pay the principal, redemption premium, if any, and interest thereon as and when the same become due.

Section 15. Sale of Bonds: (a) Date of Sale. This Board hereby authorizes the public sale of the Bonds on June 24, 2009, or on such other date as the Authorized District Representative shall determine upon consultation with KNN Public Finance, a division of Zions First National Bank, Oakland, California, Financial Advisor to the District with respect to the Bonds (the "Financial Advisor"), but in any event no later than August 1, 2009. The date, hour and place of sale shall be specified prior to the sale of the Bonds in the Notice of Intention to Sell Bonds (described in this Section), and in the Official Notice of Sale, and shall be changed thereafter only in accordance therewith, and the original date specified and any changes in such date shall be recited in the Certificate of Award.

(b) Official Statement. The form of proposed Preliminary Official Statement describing the Bonds, in substantially the form on file with the Secretary of the Board, is hereby approved and adopted as the Official Statement describing the Bonds, with such corrections, revisions or additions as deemed necessary or desirable by the Authorized District Representative in consultation with the Financial Advisor. The Authorized District Representative is hereby authorized to certify to the Underwriter, on behalf of the District, that the preliminary form of the Official Statement was deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by said Rule). The Authorized District Representative is hereby authorized and directed to sign said Official Statement as so added to, corrected or revised. The Financial Advisor is hereby authorized and directed to cause to be printed and mailed to prospective bidders for the Bonds (including by posting to an appropriate Internet website which shall be accessible to interested bidders) copies of the Preliminary Official Statement in substantially the same form of Official Statement approved and adopted as the Official Statement describing the Bonds, as so added to, corrected or revised, and to supply to the accepted bidder for the Bonds copies of the final Official Statement, completed to include the interest rate or rates and final sale information.

If the Authorized District Representative, on the advice of the Financial Advisor, determines that it is in the best interests of the District to market the Bonds in common with the District's proposed 2009 General Obligation Refunding Bonds, then the Authorized District Representative is hereby authorized to prepare and distributed a single official statement describing both the Bonds and said Refunding Bonds.

(c) Official Notice of Sale. The Official Notice of Sale inviting bids for the Bonds, in substantially the form on file with the Secretary of this Board of Education, is hereby approved, and adopted as the Official Notice of Sale inviting bids for the Bonds, subject to such corrections, revisions or additions as deemed necessary by the Authorized District Representative. The Financial Advisor is hereby authorized and directed to cause to be mailed to prospective bidders for the Bonds (including by posting to an appropriate Internet website which shall be accessible to interested bidders) copies of said Official Notice of Sale in the form finally approved by the Authorized District Representative.

(d) Advertisement for Bids. The form of proposed Notice of Intention to Sell Bonds, in substantially the form on file with the Secretary of this Board, is hereby approved and

adopted as the Notice of Intention to Sell Bonds, and the Authorized District Representative is hereby authorized and directed to cause said Notice of Intention to Sell Bonds, subject to such corrections, revisions or additions as may be deemed necessary by the Authorized District Representative, to be published once at least fifteen days before the date of sale in a financial publication generally circulated throughout the State of California or which the Financial Advisor advises is expected to be disseminated among prospective bidders for the Bonds, and such publication is hereby expressly ratified and approved.

If the Authorized District Representative, on the advice of the Financial Advisor, determines that it is in the best interests of the District to do so, then the Authorized District Representative is hereby authorized to publish a single Notice of Intention to Sell Bonds describing both the Bonds and the District's proposed 2009 General Obligation Refunding Bonds.

(e) Award of Bonds; Certificate of Award. The Authorized District Representative is hereby authorized to accept the best responsive bid for the Bonds, so long as (i) such bid shall provide a true interest cost to the District (as defined in the Official Notice of Sale) of not to exceed 8%; (ii) the price to be paid for the Bonds shall not be less than the principal amount thereof; and (iii) the Bonds shall otherwise conform to the limitations specified herein. If such true interest cost and price are acceptable to the Authorized District Representative, the Authorized District Representative is hereby authorized and directed, on behalf of this Board, to award the sale of the Bonds to the maker of the best responsive bid by executing a Certificate of Award, in substantially the form attached hereto as Exhibit C, naming the successful bidder and determining all remaining terms of the Bonds, all as provided in the Official Notice of Sale. If no bid is acceptable, the Authorized District Representative is requested to reject all bids and to re-bid the Bonds or, if necessary, to sell the Bonds by negotiated sale as permitted by law, upon terms and conditions otherwise in conformity with the limitations contained in subsection (h) of this Section 15.

The date of the Bonds, the aggregate principal amount of the Bonds, the maturity dates, principal amounts and rates of interest of each maturity of the Bonds, the initial and semi-annual interest payment dates, the terms of optional and mandatory sinking fund redemption, and the date of sale of the Bonds and any changes thereto, shall be as finally determined by the Authorized District Representative upon awarding the sale of the Bonds to the successful bidder, and the Authorized District Representative shall specify such terms in a Certificate of Award to be completed upon the sale of the Bonds; provided that the terms of the Bonds and the sale thereof shall conform in all respects with the limitations contained in this Resolution. The execution of the Certificate of Award shall constitute conclusive evidence of the approval of this Board of the terms of the Bonds and the sale thereof.

(f) Notice to California Debt and Investment Advisory Commission. The Authorized District Representative is hereby authorized and directed to cause notices of the proposed sale and final sale of the Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8856.

(g) Consent to Financial Advisor to Bid for Bonds. The District hereby expressly authorizes Zions First National Bank, parent company to KNN Public Finance, the Financial Advisor to the District, to bid for the Bonds, and to acquire such Bonds as principal either

alone or as a participant in a syndicate or other similar account formed for the purpose of purchasing the Bonds, directly or indirectly from the District.

(h) Negotiated Sale of Bonds. As an alternative to the procedures specified in subdivisions (a) through (g) of this Section, the Board is hereby authorized, if the Authorized District Representative shall determine, upon consultation with the Financial Advisor, that market conditions are not favorable to a competitive sale and that the District would be more likely to realize lower interest costs for the Bonds through a negotiated sale, to sell the Bonds by negotiated sale to an underwriter (the "Underwriter") approved by the Authorized District Representative, in consultation with the Financial Advisor, after the review of qualifications of and proposals from underwriters with experience in underwriting California school district general obligation bonds, on such terms to be finally determined and set forth in a Bond Purchase Contract, subject to the limitations set forth in subsection (e) above, such determination and approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Contract by the Authorized District Representative. In such case, the Underwriter's discount shall not exceed 1.25% of the principal amount of the Bonds sold.

Section 16. Deposit and Investment of Proceeds: The proceeds of sale of the Bonds, exclusive of any premium and accrued interest received, shall be deposited in the County treasury to the credit of the building fund of the District. Any premium and accrued interest shall be deposited upon receipt in the interest and sinking fund of the District within the County treasury. The County Treasurer is hereby requested, authorized, and directed to invest the proceeds of the sale of the Bonds and all proceeds of taxes for payment of the Bonds at the County Treasurer's discretion, pursuant to law and the investment policy of the County, as follows:

- (i) in the County Treasurer's investment pool in accordance with the County Treasurer's investment policy and California Government Code Section 53601;
- (ii) at the written direction of the District, in investments permitted under the County Treasurer's investment policy and the California Government Code, for specific ownership of the District; or
- (iii) in the sole discretion of the District in: ( I ) the Local Agency Investment Fund under the management of the California State Treasurer; and/or (II) in investment agreements which comply with the requirements of each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds.

Investment earnings on the money in the building fund shall be deposited in the building fund. Investment earnings on the money in the interest and sinking fund shall be deposited in the interest and sinking fund.

Section 17. Tax Covenants: (a) General. The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Bonds under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the tax certificate of the District with respect to the Bonds to be executed and delivered by the District on the date of issuance of the

Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Bonds.

(b) Yield Restriction. In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the County Treasurer on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the County Treasurer in writing, and the District shall make its best efforts to ensure that the County Treasurer shall take such action as may be necessary in accordance with such instructions.

(c) Reliance on Opinion of Bond Counsel. Notwithstanding any provision of this Section, if the District shall provide to the County Treasurer an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds (an "Opinion of Bond Counsel") that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds, the County Treasurer may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and of the tax certificate of the District, and the covenants hereunder shall be deemed to be modified to that extent.

(d) Bank Qualified. The District hereby represents that the reasonably anticipated amount of qualified tax-exempt obligations which have been and will be issued by the District, or by the Board of Supervisors of the County on behalf of the District, in 2009 does not exceed \$30,000,000, and hereby designates the Bonds to be qualified tax-exempt obligations pursuant to Section 265(b)(3)(B) of the Code.

Section 18. Continuing Disclosure: The form of instrument entitled, "Continuing Disclosure Certificate," in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Secretary of the Board is hereby directed to file a copy of said form of instrument with the minutes of this meeting, and the Authorized District Representative is hereby authorized and directed on behalf of the District to execute and deliver such Continuing Disclosure Certificate in substantially said form upon delivery of the Bonds, with such changes thereto as deemed necessary in order to permit the original purchaser of the Bonds to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 19. Approval of Actions: The President of the Board, the Superintendent, the Assistant Superintendent, Business Services, and any other officer of the District to whom authority is delegated by one of the named officers for the purposes of the Bonds, are hereby authorized and directed to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, certificates concerning the contents of the Official Statement, representation letters to The Depository Trust Company, the Tax Certificate, the Continuing Disclosure Certificate, and any other certificates proposed to be distributed in connection with the sale of the Bonds, and to enter into any agreements, including depository agreements, commitment letters and agreements with bond insurers, and any other agreements, letters, or representations, which any of them deem necessary and desirable to accomplish the transactions authorized herein.

Section 20. Filing with County: The Authorized District Representative is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the Bonds, and to file with the Auditor-Controller and with the County Treasurer a copy of the executed Certificate of Award and this Resolution, and the schedule of amortization of the principal of and payment on the Bonds, and this Resolution shall serve as the request to the Auditor-Controller of the County and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Bonds, pursuant to law, and to the other officers of the County to levy and collect said taxes for the payment of the Bonds and to pay in a timely manner to the Paying Agent on behalf of the Owners of the Bonds the principal, interest, and premium, if any, due on the Bonds in each year.

Section 21. Effective Date: This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 19<sup>th</sup> day of May, 2009, by the following vote:

AYES: Members

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Davis Glasser, President of the Board of Education  
Albany Unified School District

ATTEST:

\_\_\_\_\_  
Marla Stephenson, Secretary of the Board of Education  
Albany Unified School District



SECRETARY'S CERTIFICATE

I, Marla Stephenson, Secretary of the Board of Education of the Albany Unified School District, County of Alameda, California, do hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of said Board of said District duly and regularly held at the regular meeting place thereof on May 19, 2009, and entered in the minutes thereof, of which meeting all of the members of said Board of Education had due notice and at which a quorum thereof was present, and said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 904 Talbot Avenue, Albany, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this \_\_\_\_ day of May, 2009.

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Marla Stephenson, Secretary of the Board of  
Education Albany Unified School District

## EXHIBIT A

## ESTIMATED COSTS OF ISSUANCE

**Albany Unified School District  
General Obligation Bonds  
Election of 2008, Series A**

Estimated Principal Amount of Bonds: \$10,000,000  
(Refunding bond cost estimates also included)

Service	Provider	\$10,000,000	\$8,000,000	Total
		Series A	Refunding	
Underwriter		\$70,000	\$56,000	\$126,000
Bond Insurance		90,000	72,000	162,000
<b>TOTAL to be paid at closing directly by Underwriter</b>		<b>\$160,000</b>	<b>\$128,000</b>	<b>\$288,000</b>
Financial Advisor	KNN Public Finance	60,000	20,000	80,000
Reimbursable Expenses	KNN Public Finance	1,500	1,500	3,000
Bond Counsel	Orrick	50,000	35,000	85,000
Official Notice	The Bond Buyer	1,500	1,500	3,000
Rating Agency	Moody's	5,875	5,875	11,750
Rating Agency	Standard & Poor's	6,750	6,750	13,500
Electronic Posting of POS	I-Deal Prospectus	750	750	1,500
Printing & Mailing OS	Imagemaster	2,500	2,500	5,000
Verification Agent	TBD	0	3,500	3,500
Escrow Agent	US Bank	0	5,000	5,000
Paying Agent Fees	US Bank	1,000	1,000	2,000
COI Administration	US Bank	500	500	1,000
<b>TOTAL to be paid at closing from COI account funded by Underwriter</b>		<b>\$130,375</b>	<b>\$83,875</b>	<b>\$214,250</b>
<b>Total Estimated Costs of Issuance</b>		<b>\$370,750</b>	<b>\$260,750</b>	<b>\$631,500</b>

EXHIBIT B

[Form of Bond]

Number	UNITED STATES OF AMERICA STATE OF CALIFORNIA COUNTY OF ALAMEDA	Amount \$ _____
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ALBANY UNIFIED SCHOOL DISTRICT  
GENERAL OBLIGATION BONDS, ELECTION OF 2008, SERIES A

**This bond is part of an issue of bonds which have been designated by the issuer as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.**

Dated as of July __, 2009	Interest Rate ____%	Maturity Date August 1, ____	CUSIP NO. _____
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Registered Owner: CEDE & CO.

Principal Sum: \_\_\_\_\_ DOLLARS

Albany Unified School District, County of Alameda, State of California (herein called the "District"), acknowledges itself obligated to and promises to cause to be paid to the registered owner identified above or registered assigns, but only from taxes collected by the County of Alameda (the "County") for such purpose pursuant to Section 15250 of the Education Code of the State of California, on the maturity date set forth above or upon redemption prior thereto, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money at the interest rate per annum stated above, computed on the basis of a 360-day year of twelve 30-day months, payable on February 1 and August 1 in each year, commencing August 1, 2009, until payment of said principal sum. If this bond is authenticated and registered on any date prior to the close of business on July 15, 2009, it shall bear interest from the date hereof. If authenticated during the period between any Record Date (defined as the 15th day of the month preceding an interest payment date) and the close of business on its corresponding interest payment date, it shall bear interest from such interest payment date. Otherwise, this bond shall bear interest from the interest payment date immediately preceding the date of its authentication.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the principal corporate trust office (as that term is defined in the Resolution) of the paying agent/registrar and transfer agent of the District (herein called the "Paying Agent"), initially U.S. Bank National Association. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the registered owner hereof as of the close of business on the Record Date preceding each interest payment date, whether or not such day is a business day, such interest to be paid by check mailed to such registered owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Bonds (hereinafter defined) aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer to an account maintained in the United States as specified by the owner in such request. So long as Cede & Co. or its registered assigns shall be the registered owner of this bond, payment shall be made by wire transfer as provided in the Resolution hereinafter described.

This bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, maturities and redemption provisions), amounting in the aggregate to \$ \_\_\_\_\_, and designated as "Albany Unified School District General Obligation Bonds, Election of 2008, Series A" (the "Bonds"). The Bonds were authorized by a vote of at least 55% of the voters voting at an election duly and legally called, held and conducted in the District on February 5, 2008. The Bonds are issued and sold by the Board of Education of the District, pursuant to and in strict conformity with the provisions of the Constitution and laws of said State, and of a resolution (herein called the "Resolution") adopted by

said Board of Education on May 19, 2009, and subject to the more particular terms specified in the Certificate of Award of the Bonds executed by the authorized District representative on June 24, 2009.

The Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof, provided that no Bond shall have principal maturing on more than one principal maturity date. 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 the same series, maturity, interest payment mode and interest rate of other authorized denominations.

This bond is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at said office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations for the same series, maturity, interest payment mode and interest rate, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered 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 Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution, and as shown in the attached Redemption Schedule. If this bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this bond have been done and performed in strict conformity with the laws authorizing the issuance of this bond; and that this bond is in substantially the form prescribed by order of the Board of Education of the District duly made and entered on its minutes. The Bonds represent an obligation of the District payable out of the interest and sinking fund of the District, and the money for the redemption of this bond, and the payment of principal of and interest thereon, shall be raised by taxation upon the taxable property of the District.

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 and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF the Board of Education of the Albany Unified School District, County of Alameda, State of California, has caused this bond to be signed by its President and countersigned by the Secretary of said Board, as of the date set forth above.

\_\_\_\_\_  
President of the Board of Education  
of the Albany Unified School District

Countersigned:

\_\_\_\_\_  
Secretary of the Board of Education  
of the Albany Unified School District

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION

This is one of the Albany Unified School District General Obligation Bonds, Election of 2008,  
Series A described in the within-mentioned Resolution and authenticated and registered on \_\_\_\_\_.

U.S. BANK NATIONAL ASSOCIATION, San Francisco,  
California, as Paying Agent/Registrar and Transfer Agent

By \_\_\_\_\_  
Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company,  
a New York corporation ("DTC"), to Issuer or its 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.

[STATEMENT OF INSURANCE]

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_ the within-mentioned Registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the books of the Paying Agent/Registrar and Transfer Agent with full power of substitution in the premises.

I.D. Number \_\_\_\_\_

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

Dated: \_\_\_\_\_

Signature Guarantee: \_\_\_\_\_

Notice: Signature must be guaranteed by an eligible guarantor institution.

**REDEMPTION SCHEDULE**

[from Certificate of Award]

**EXHIBIT C**

**FORM OF CERTIFICATE OF AWARD**

**Albany Unified School District  
General Obligation Bonds  
Election of 2008, Series A**

The undersigned, Marla Stephenson, Superintendent of the Albany Unified School District (the "District"), which is located in the County of Alameda, California (the "County"), pursuant to powers delegated to me by a resolution adopted by Board of Education on May 19, 2009 (the "Resolution"), duly authorizing the issuance and sale of not to exceed \$10,000,000 aggregate principal amount of Albany Unified School District General Obligation Bonds, Election of 2008, Series A (the "Bonds"), hereby certify with respect to the award of said Bonds as follows:

**ACCEPTANCE OF BID**

1. On June 24, 2009, at 9:30 a.m., the proposals for purchase of the Bonds, summarized in the Bid Results attached hereto, were received and opened in accordance with the Official Notice of Sale for the purchase of the Bonds, dated June \_\_, 2009 (the "Official Notice of Sale").

2. The proposal submitted by \_\_\_\_\_ is in compliance with all of the terms and conditions set forth in the Official Notice of Sale.

3. The bid of \_\_\_\_\_ is the best responsive bid as determined by the method of calculation for such best responsive bid, set forth in the Official Notice of Sale, as follows:

Bid Purchase Price: (including premium)	\$
Bid Total Debt Service: (dated date to maturity)	\$
Bid True Interest Cost:	%

4. The Bonds are hereby awarded to \_\_\_\_\_ (the "Purchaser") based on the true interest cost shown above.

5. All proposals set forth in the Bid Results attached hereto other than said accepted bid of the Purchaser are hereby rejected.



TERMS OF THE BONDS

Upon acceptance of the bid, the District has determined that the terms of the Bonds shall be as follows:

- 1. The Bonds shall be dated the date of delivery, currently expected to be July 8, 2009.
- 2. The aggregate principal amount of the Bonds is hereby determined to be \$10,000,000, and the [adjusted] True Interest Cost is determined to be \_\_\_\_\_%.
- 3. The [adjusted] purchase price for the Bonds is \$\_\_\_\_\_.
- 4. The maturity dates, principal amounts, and interest rates of each maturity of the Bonds [as adjusted] shall be as set forth in the summary of the accepted bid of the Purchaser attached hereto.
- 5. Interest on the Bonds shall be payable commencing on \_\_\_\_\_, and thereafter on February 1 and August 1 of each year.

6. (a) The Bonds shall be subject to optional redemption in accordance with the terms specified in the Resolution; to wit:

Bonds maturing on or before August 1, 2019, shall not be subject to redemption prior to their respective stated maturity dates. Bonds maturing on and after August 1, 2020, shall be subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, as a whole or in part on any date on or after August 1, 2019, at a redemption price equal to 100% of the principal amount of bonds to be redeemed, without premium.

(b) The Bonds shall be subject to mandatory sinking fund redemption prior to their stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and years shown in the Sinking Fund of Term Bond attached hereto.

Dated: June \_\_, 2009.

ALBANY UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_ [Form only; not for signature] \_\_\_\_\_  
Marla Stephenson  
Superintendent

**SCHEDULE A**

(To Certificate of Award)

**Albany Unified School District  
General Obligation Bonds  
Election of 2008, Series A**

**BID RESULTS**

**[SEE ATTACHMENT]**

**SCHEDULE B**  
(To Certificate of Award)

**Albany Unified School District  
General Obligation Bonds  
Election of 2008, Series A**

**MATURITY SCHEDULE**  
(Summary of Accepted Bid)

**[SEE ATTACHMENT]**

PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2009  
(Draft as of May 14, 2009)

**NEW ISSUE — BOOK-ENTRY ONLY**

**RATINGS:**

Moody's: \_\_\_\_\_

(See "MISCELLANEOUS — Ratings" herein).

*In the opinion of Orrick, Herrington & Sutcliffe LLP, California, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating federal corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "LEGAL MATTERS — Tax Matters" herein.*

**\$10,000,000\***

**ALBANY UNIFIED SCHOOL DISTRICT  
(Alameda County, California)  
General Obligation Bonds  
Election of 2008, Series A**

**\$ \_\_\_\_\_\***

**ALBANY UNIFIED SCHOOL DISTRICT  
(Alameda County, California)  
2009 General Obligation Refunding Bonds**

**(Bank Qualified)**



**Dated:** \_\_\_\_\_, 2009

**Due:** August 1, as shown on the inside front cover

The Albany Unified School District General Obligation Bonds, Election of 2008, Series A (the "Series A Bonds") and the Albany Unified School District 2009 General Obligation Refunding Bonds (the "Refunding Bonds" and together with the Series A Bonds, the "Bonds") are issued by the Albany Unified School District (the "District"), and the Board of Supervisors of Alameda County is empowered and is obligated to annually levy *ad valorem* taxes, without limitation as to rate or amount, upon all property subject to taxation within the District (except certain personal property which is taxable at limited rates), for the payment of interest on, and principal of, the Bonds, all as more fully described herein under "THE BONDS" and "AD VALOREM PROPERTY TAXATION."

Interest on the Bonds is payable semiannually on each February 1 and August 1 commencing February 1, 2010 as more fully described under "THE BONDS — Description of the Bonds" herein. The Bonds, when delivered, will be registered initially in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds as described herein under "THE BONDS — Book-Entry System."

The Bonds due on or before August 1, 2019, are not subject to optional redemption; the Bonds due on and after August 1, 2020, are subject to optional redemption as described herein under "THE BONDS — Redemption."

*The following firm, serving as financial advisor to the District, has structured this financing:*



**MATURITY SCHEDULE  
(on inside front cover)**

*Pursuant to the terms of a public sale on \_\_\_\_\_, 2009, the Series A Bonds were awarded to \_\_\_\_\_ (the "Series A Underwriter"), at a true interest cost of \_\_\_\_\_%. Pursuant to the terms of a public sale on \_\_\_\_\_, 2009, the Refunding Bonds were awarded to \_\_\_\_\_ (the "Refunding Underwriter" and together with the Series A Underwriter, the "Underwriters"). The Bonds will be offered when, as and if issued by the District and received by the Underwriters, subject to the approval of legality by Orrick, Herrington & Sutcliffe LLP, San Francisco, California, Bond Counsel. It is anticipated that the Bonds, in book-entry form, will be available for delivery through The Depository Trust Company in New York, New York, on or about \_\_\_\_\_, 2009.*

**THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.**

**Official Statement Date:** \_\_\_\_\_, 2009

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. The information set forth herein has been obtained from sources which are believed to be reliable and is in a form deemed final as of its date by the District for purposes of Rule 15c2-12 of the Securities and Exchange Commission. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of these securities by any person, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

\* Preliminary, subject to change.

**\$10,000,000\***  
**General Obligation Bonds**  
**Election of 2008, Series A**  
**(Base CUSIP<sup>(1)</sup>: \_\_\_\_\_)**

**MATURITY SCHEDULE**

<u>Maturity (August 1)</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP<sup>(1)</sup></u>	<u>Maturity (August 1)</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP<sup>(1)</sup></u>
2010					2022				
2011					2023				
2012					2024				
2013					2025				
2014					2026				
2015					2027				
2016					2028				
2017					2029				
2018					2030				
2019					2031				
2020					2032				
2021									

\$ \_\_\_\_\_\*  
**2009 General Obligation Refunding Bonds**  
**(Base CUSIP<sup>(1)</sup>: \_\_\_\_\_)**

**MATURITY SCHEDULE**

<u>Maturity (August 1)</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP<sup>(1)</sup></u>	<u>Maturity (August 1)</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Price or Yield</u>	<u>CUSIP<sup>(1)</sup></u>
2010					2018				
2011					2019				
2012					2020				
2013					2021				
2014					2022				
2015					2023				
2016					2024				
2017					2025				

\* Preliminary: subject to change.

<sup>(1)</sup> Copyright 2009, American Bankers Association. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. This Data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. CUSIP numbers are provided for convenience of reference only. Neither the District nor the Underwriter takes any responsibility for the accuracy of such numbers.

*No dealer, broker, salesperson or other person has been authorized by the Albany Unified School District to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the District. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.*

*This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts. The summaries and descriptions of documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entirety by reference to each such document, statute and constitutional provision.*

*The information set forth herein, other than that provided by the District, has been obtained from sources which the District believes to be reliable, but is not guaranteed as to accuracy or completeness, and its inclusion herein is not to be taken as a representation of such by the District. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.*

**THE PRICES OF THE OFFERING AND SALE OF THE BONDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER AFTER SUCH BONDS ARE RELEASED FOR SALE AND SUCH BONDS MAY BE OFFERED AND SOLD AT PRICES OTHER THAN THE INITIAL OFFERING PRICES, INCLUDING SALES TO DEALERS WHO MAY SELL SUCH BONDS INTO INVESTMENT ACCOUNTS. IN CONNECTION WITH THE OFFERING OF BONDS, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES FOR SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.**

**THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTION CONTAINED IN SECTION 3(a)(2) OF SUCH ACT.**

**ALBANY UNIFIED SCHOOL DISTRICT**

**Board of Education**

David Glasser  
*President*

Ronald Rosenbaum  
*Vice President*

Paul Black  
*Member*

Miriam Walden  
*Member*

Dr. Patricia Low  
*Member*

**District Administration**

Marla Stephenson  
*Superintendent*

Laurie Harden  
*Assistant Superintendent, Business Services*

**PROFESSIONAL SERVICES**

**Financial Advisor**

KNN Public Finance  
*A Division of Zions First National Bank  
Oakland, California*

**Bond Counsel**

Orrick, Herrington & Sutcliffe LLP  
*San Francisco, California*

**Paying Agent**

U.S. Bank National Association  
*San Francisco, California*

**Verification Agent**

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## OFFICIAL STATEMENT

**\$10,000,000\***  
**ALBANY UNIFIED SCHOOL DISTRICT**  
**(Alameda County, California)**  
**General Obligation Bonds**  
**Election of 2008, Series A**

**\$ \_\_\_\_\_\***  
**ALBANY UNIFIED SCHOOL DISTRICT**  
**(Alameda County, California)**  
**2009 General Obligation Refunding Bonds**

(Bank Qualified)

## INTRODUCTION

*This introduction is not a summary of this official statement (the "Official Statement"). It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.*

This Official Statement, which includes the cover page and appendices hereto, is provided to furnish information in connection with the sale of Albany Unified School District (Alameda County, California), General Obligation Bonds, Election of 2008, Series A (the "Series A Bonds") and the Albany Unified School District (Alameda County, California) 2009 General Obligation Refunding Bonds (the "Refunding Bonds" and together with the Series A Bonds, the "Bonds"), as described more fully herein. The initial amount of the Series A Bonds upon issuance thereof is \$10,000,000\* and the initial principal amount of the Refunding Bonds upon issuance thereof is \$ \_\_\_\_\_\*.

### The District

The Albany Unified School District (the "District") provides educational services to the residents of the City of Albany (the "City"), in the County of Alameda (the "County"), in the State of California (the "State"). More detailed information regarding the area served by the District and the student population of the District may be found under "DISTRICT INFORMATION," "DISTRICT TAX BASE INFORMATION," and "ECONOMIC PROFILE" herein.

### Sources of Payment for the Bonds

The Bonds are issued by the District, and the Board of Supervisors of the County is empowered and is obligated to annually levy *ad valorem* taxes, without limitation as to rate or amount, upon all property subject to taxation within the District (except certain personal property which is taxable at limited rates), as necessary for payment of interest on and principal of the Bonds. See "THE BONDS — Security and Sources of Payment," "AD VALOREM PROPERTY TAXATION" and "DISTRICT TAX BASE INFORMATION" herein.

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\* Preliminary; subject to change.

## **Bond Insurance**

The District has applied for municipal bond insurance which will guarantee the scheduled payment of principal of and interest on the Bonds when due. If purchased by the winning underwriter, a municipal bond insurance policy will be issued concurrently with the delivery of the Bonds.

## **Purpose of the Bonds**

The proceeds of the Series A Bonds are authorized to be used for construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of such facilities; or for the acquisition or lease of real property for school facilities. In addition, proceeds may only be used for the projects listed in the Measure, which include the construction of a new swimming pool for student, adult school, athletic competition and Albany community use; locker rooms and related facilities; and additional high school classrooms.

The proceeds of the Refunding Bonds are authorized to be used to refund the Prior Bonds, as defined herein. See **"THE BONDS – Purpose of Issue"** and **"PLAN OF REFUNDING."**

## **Authority for Issuance of the Bonds**

The Bonds are issued pursuant to certain provisions of the State of California Education Code (the "Education Code") and other applicable law, and pursuant to resolutions adopted by the Board of Education of the District. See **"THE BONDS — Authority for Issuance"** herein.

## **Description of the Bonds**

The Bonds will be issued as current interest bonds without coupons in denominations of \$5,000 each, or any integral multiple thereof and will be registered initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. So long as DTC, or Cede & Co., as its nominee, is the registered owner of all the Bonds, payments on the Bonds will be made directly to DTC, and disbursement of such payments to the DTC Participants (defined herein) will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners (defined herein) will be the responsibility of the DTC Participants, as more fully described hereinafter. See **"THE BONDS — Description of the Bonds; Book-Entry System"** and **"—Payment to Holders"** herein.

The Bonds will bear interest semiannually each February 1 and August 1, commencing February 1, 2010, from the date of delivery, calculated on the basis of a 360-day year consisting of twelve 30-day months. Principal of the Bonds will be paid, subject to any optional redemption, on the dates and in the amounts set forth on the cover page hereof. See **"THE BONDS"** herein.

The Bonds maturing on and after August 1, 2019, may be redeemed prior to maturity at the option of the District beginning on August 1, 2020, as described under **"THE BONDS — Redemption"** herein.

### **Tax Matters**

In the opinion of Orrick, Herrington & Sutcliffe LLP, San Francisco, California, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating federal corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "**LEGAL MATTERS — Tax Matters**" herein.

### **Verification of Mathematical Accuracy**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, independent certified public accountants, acting as verification agent with respect to the refunding (the "Verification Agent"), will deliver a report of the mathematical accuracy of certain computations relating to the sufficiency of funds to be held in escrow to refund the Prior Bonds. See "**MISCELLANEOUS — Verification of Mathematical Accuracy**" herein.

### **Bank Qualified**

The Bonds are deemed by the District to be "bank qualified" within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986. See "**LEGAL MATTERS — Bank Qualification**" herein.

### **Professionals Involved in the Offering**

With respect to the Bonds, KNN Public Finance, A Division of Zions First National Bank, Oakland, California, is the District's financial advisor (the "Financial Advisor") (see "**MISCELLANEOUS — Financial Advisor**" herein) and Orrick, Herrington & Sutcliffe LLP, San Francisco, California, is the District's bond counsel (the "Bond Counsel"). U.S. Bank National Association, San Francisco, California, will act on behalf of the County as paying agent, registrar and transfer agent (the "Paying Agent") with respect to the Bonds. The Financial Advisor, Bond Counsel, and Paying Agent will receive compensation from the District contingent upon the sale and delivery of the Bonds.

### **Offering and Delivery of the Bonds**

The Bonds will be offered when, as and if issued by the District and received by the Underwriter, subject to approval as to their legality by Bond Counsel. It is anticipated that the Bonds, in book-entry form, will be available for delivery through DTC in New York, New York on or about \_\_\_\_\_, 2009.

**Other Information**

This Official Statement speaks only as of its date, and the information contained herein is subject to change. The District has covenanted for the benefit of the holders and beneficial owners of the Bonds to provide notices of the occurrence of certain enumerated events, if material. See "MISCELLANEOUS — Continuing Disclosure" herein.

Copies of documents referred to herein and information concerning the Bonds are available from the Business Office, Albany Unified School District, 904 Talbot Avenue, Albany, California 94706-2020, telephone: 510-558-3766. The District may impose a charge for copying, mailing and handling.

**END OF INTRODUCTION**

## THE BONDS

### Authority for Issuance

*Series A Bonds.* The Series A Bonds are issued under the provisions of Government Chapter 1 and 1.5 of Part 10 of Division 1 of Title 1 of the Education Code of the State (the "Education Code") and other applicable law, and pursuant to a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 20\_\_ (the "Resolution").

The District received authorization to issue \$10 million of bonds at an election held on February 5, 2008, by an affirmative vote of 72.17% of the votes cast (the "Authorization"). A 55% vote in favor was required. The Bonds represent the first series issued under the Authorization.

*Refunding Bonds.* The Refunding Bonds are issued pursuant to the Constitution and laws of the State of California (the "State"), including the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code of the State, and applicable provisions of the Education Code of the State. The Refunding Bonds are authorized by a resolution adopted by the Board of Education of the District on \_\_\_\_\_, 2009 (the "Resolution") and issued pursuant to a Paying Agent Agreement, dated as of \_\_\_\_\_, 2009 (the "Paying Agent Agreement"), between the District and U.S. Bank National Association as paying agent (the "Paying Agent"). The Government Code permits the issuance of bonds payable from *ad valorem* taxes without a vote of the electors solely in order to refund other outstanding bonds which were originally approved by such a vote, provided that the total debt service to maturity on the refunding bonds not exceed the total debt service to maturity on the bonds being refunded.

The bonds to be refunded constitute all of the outstanding bonds of the Albany Unified School District \$4,600,000 General Obligation Bonds, Election of 1993, Series E (the "Series E Bonds"), and the Albany Unified School District, \$5,000,000 General Obligation Bonds, Election of 1993, Series F (the "Series F Bonds") (such bonds to be refunded being referred to herein collectively as the "Prior Bonds").

### Purpose of Issue

*Series A Bonds.* Net proceeds of the Series A Bonds are authorized to be used for construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of such facilities; or for the acquisition or lease of real property for school facilities. In addition, proceeds may only be used for the projects listed in the Measure, which include the construction of a new swimming pool for student, adult school, athletic competition and Albany community use; locker rooms and related facilities; and additional high school classrooms.

*Refunding Bonds.* Proceeds of the Refunding Bonds will be applied (i) to refund the Prior Bonds, and (ii) to pay costs of issuance of the Refunding Bonds. See "**PLAN OF REFUNDING**" herein.

**ALBANY UNIFIED SCHOOL DISTRICT  
Prior Bonds To Be Refunded**

<u>Series</u>	<u>Dated Date</u>	<u>Final Maturity Date</u>	<u>First Call Date</u>	<u>Principal Amount Issued</u>	<u>Original Principal Amount Outstanding As of June 30, 2009</u>	<u>Maturities to be Refunded</u>
Election of 1993, Series E	5/1/1998	8/1/2022	8/1/2005	\$4,600,000	\$3,385,000	2009-2022
Election of 1993, Series F	8/1/2000	8/1/2025	8/1/2007	5,000,000	4,125,000	2009-2025

**Estimated Sources and Uses of Funds**

Upon delivery of the Bonds, the proceeds of the Series A Bonds will be deposited in such funds or used for such purposes as described in the table below.

**ALBANY UNIFIED SCHOOL DISTRICT  
Election of 2008, Series A  
Estimated Sources and Uses of Funds**

<b>Sources of Funds</b>	
Principal Amount of Bonds	\$10,000,000.00*
Original Issue Premium	
<b>Total Sources</b>	
<b>Uses of Funds</b>	
Project Costs	
Underwriter's Compensation <sup>(6)</sup>	
Costs of Issuance <sup>(6)</sup>	
Deposit to Debt Service Fund	
<b>Total Uses</b>	

<sup>(6)</sup> Includes bond insurance premium of \$\_\_\_\_\_.

<sup>(6)</sup> Includes estimated fees for Financial Advisor, Bond Counsel, rating agency, printing and distribution of official statement, Paying Agent, and miscellaneous costs of issuance.

\* Preliminary; subject to change.

The proceeds of the Refunding Bonds are expected to be applied as follows:

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**ALBANY UNIFIED SCHOOL DISTRICT  
2009 General Obligation Refunding  
Estimated Sources and Uses of Funds**

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Sources of Funds	
Principal Amount of Bonds	
Original Issue Premium	
Total Sources	
Deposit of Funds	
Deposit to Escrow Fund	
Cost of Issuance Fund <sup>(6)</sup>	
Underwriter's Compensation	
Total Uses	

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<sup>(6)</sup> Includes estimated fees for Financial Advisor, Bond Counsel, rating agency, bond insurance, printing and distribution of official statement, Paying Agent, Escrow Agent, and miscellaneous costs of issuance.

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**Investment of Bond Proceeds**

*Series A Bonds.* The proceeds from the sale of the Series A Bonds, to the extent of the principal amount thereof, will be deposited in the treasury of the County to the credit of the building fund of the District (the "Building Fund") and will be accounted for separately from all other District and County funds, but may be commingled with the proceeds of sale of other bonds of the District deposited in the Building Fund and authorized to be used for the same purpose. The proceeds shall be used only for the purposes for which the Series A Bonds are authorized. Any premium received by the District from the sale of the Series A Bonds shall be deposited in the interest and sinking fund of the District (the "Debt Service Fund") and used only for payments of principal of and interest on the Series A Bonds. Interest earned on the investment of monies held in the Debt Service Fund will be retained in the Debt Service Fund. Interest earned on the investment of monies held in the Building Fund will be retained in the Building Fund.

*Refunding Bonds.* A portion of the proceeds from the sale of the Refunding Bonds will be deposited in an escrow fund (the "Escrow Fund") to be created and maintained by the Escrow Agent under the Escrow Agreement, dated \_\_\_\_\_, between the District and the Escrow Agent. Monies in the Escrow Fund will be invested in direct, noncallable obligations of the U.S. Treasury, the interest on and principal of which will be sufficient to pay the accreted value of the Prior Bonds and to redeem all outstanding Prior Bonds on \_\_\_\_\_.

Proceeds of the Refunding Bonds will also be used to pay costs associated with the issuance of the Refunding Bonds and the refunding of the Prior Bonds. Any proceeds of the sale of the Refunding Bonds not needed to fund the Escrow Fund or to pay costs of issuance of the Refunding Bonds will be transferred to the County Treasury for deposit to the Debt Service Fund of the District and used only for payments of principal and interest on the Refunding Bonds. Until needed for such purpose, such funds shall be invested at the discretion of the County pursuant to law and the investment policy of the County.

Monies held in the Building Fund will be invested by the County in any one or more investments generally permitted to school districts under the laws of the State, consistent with the investment policy of



the County and the Resolution (the "Building Fund Permitted Investments"). The Building Fund Permitted Investments specifically include: (a) the County Pooled Investment Fund and (b) at the request of the District, (i) the Local Agency Investment Fund maintained by the Treasurer of the State; (ii) other investments permitted under section 53601 of the California Government Code; and (iii) investment agreements with financial institutions with senior unsecured credit ratings in one of the two highest rating categories (without regard to any refinement or gradation of such rating category by a plus or minus or a numeral) from one or more nationally recognized statistical rating organization then rating the Bonds. In regard to any investments requested by the District specified in clauses (b)(i), (b)(ii) or (b)(iii) above, the County may decline the request of the District upon any reasonable basis, including, specifically, any concerns of the County regarding the legality, structure or appropriateness of the investment vehicle generally or the process proposed for the bidding or the execution of the investment. Consent by the County to a request by the District to use any investments requested by the District specified in clauses (b)(i), (b)(ii) or (b)(iii) above shall in no way imply any endorsement by the County of such investment and the County assumes no liability for the results of such investment or of the provider thereof. Moneys held in the Debt Service Fund will be invested by the County in the County Pooled Investment Fund. See "**GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION — County Investment Pool**" herein and "**APPENDIX D —ALAMEDA COUNTY INVESTMENT PORTFOLIO REPORT.**"

#### **Security and Sources of Payment**

The Board of Supervisors of the County is empowered and is obligated to annually levy *ad valorem* taxes, without limitation as to rate or amount, as necessary for payment of interest on and principal of the Bonds, upon all property within the District (except certain personal property which is taxable at limited rates). Such taxes, when collected, will be placed by the County in the Debt Service Fund.

The rate of the *ad valorem* tax will be set annually by the County based on the assessed value of taxable property in the District and the debt service requirement on the outstanding bonds in each year. Variation in the annual debt service requirement and changes in assessed valuation within the District may cause the annual tax rate to change from year to year. For further information regarding *ad valorem* property taxation in general, see "**AD VALOREM PROPERTY TAXATION**" and within the District in particular, see "**DISTRICT TAX BASE INFORMATION**" herein.

#### **Description of the Bonds**

*Series A Bonds.* The Series A Bonds in the aggregate principal amount of \$10,000,000\* will be dated \_\_\_\_\_, 2009 and will bear interest payable semiannually each February 1 and August 1 (each an "Interest Payment Date"), commencing February 1, 2010, at the interest rates shown on the cover hereof. The Bonds will mature on August 1 in each of the years and in the principal amounts shown on the cover page hereof. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Each Bond authenticated on or before January 15, 2010, will bear interest from the date of the Bonds. Each Bond authenticated during the period between the 15th day of the month preceding any Interest Payment Date (the "Record Date") and that Interest Payment Date will bear interest from that Interest Payment Date. Any other Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication. If a Payment Date does not fall on a business day, the interest, principal or redemption payment due on such Payment Date will be paid on the next business day.

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\* Preliminary; subject to change.

*Refunding Bonds.* The Refunding Bonds in the aggregate principal amount of \$ \_\_\_\_\_ will be dated \_\_\_\_\_ and will bear interest payable semiannually each February 1 and August 1 (each an "Interest Payment Date"), commencing February 1, 2010, at the interest rates shown on the cover hereof. The Bonds will mature on August 1 in each of the years and in the principal amounts shown on the cover page hereof. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Each Refunding Bond authenticated on or before January 15, 2010, shall bear interest from the date of the Bonds. Each Bond authenticated during the period between the 15th day of the month preceding any Interest Payment Date (the "Record Date") and that Interest Payment Date shall bear interest from that Interest Payment Date. Any other Bond shall bear interest from the Interest Payment Date immediately preceding the date of its authentication.

The Bonds will be issued in the denomination of \$5,000 principal amount each or any integral multiple thereof. The Bonds when issued will be registered in the name of Cede & Co., as registered owner and nominee of DTC. So long as DTC, or Cede & Co., as its nominee, is the registered owner of all the Bonds, principal and interest payments on the Bonds will be made directly to DTC, and disbursement of such payments to the DTC Participants (defined below) will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners (defined below) will be the responsibility of the DTC Participants, as more fully described below under "**Book-Entry System.**" Only if the Bonds should cease to be paid through a book-entry system would the Paying Agent make payments on the Bonds directly to Beneficial Owners, as registered owners of the Bonds, as more fully described below under "**Payment to Holders.**"

### **Book-Entry System**

*The information in this section concerning DTC and DTC's book-entry system has been furnished by DTC for use in disclosure documents, and the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC will distribute to Direct Participants, or that Direct Participants or Indirect Participants will distribute to the Beneficial Owners, payments of principal of, interest, and premium, if any, on the Bonds paid or any redemption or other notices or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. Neither the District nor the County nor the Paying Agent are responsible or liable for the failure of DTC or any Direct or Indirect Participant to make any payments or give any notice to a Beneficial Owner or any error or delay relating thereto. Accordingly, no representations can be made concerning these matters and neither the Direct nor Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money

market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org). The information set forth on such websites is not incorporated herein by reference thereto.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of a Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payment of redemption proceeds, principal of, and interest on, the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Paying Agent, the District or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or County or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Paying Agent, the District or the County. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

The District or County may decide to discontinue use of the system of book-entry transfers through DTC. Under such circumstances, in the event that a successor depository is not obtained, Bonds are required to be printed and delivered.

### **Payment to Holders**

*The following provisions governing the payment, transfer and exchange of the Bonds apply to holders of the Bonds. As long as the DTC book-entry system described above is in effect, Cede & Co., or such other nominee of DTC, but not the Beneficial Owners, are holders of the Bonds. Only in the event that Bonds are printed and delivered to the Beneficial Owners do these provisions then apply directly to Beneficial Owners as holders of the Bonds.*

Principal of the Bonds and any premium upon the redemption thereof prior to the maturity will be payable upon presentation and surrender of the Bonds at the principal corporate trust office of the Paying Agent, or such other location as the Paying Agent may specify. Interest shall be paid by check to the owner of any Bond at the address of such owner shown on the registration books of the Paying Agent, or at such other address the owner of the Bond has filed with the Paying Agent for such purpose on or before the Record Date. Owners of not less than \$1,000,000 in principal amount of Bonds may, by written request received by the Paying Agent not later than the Record Date immediately preceding any Interest Payment Date, have interest payments made on the date due by wire transfer to an account maintained in the United States of America in immediately available funds.

Any Bond may be exchanged for Bonds of any authorized denominations of the same maturity and interest rate upon presentation and surrender at the principal corporate trust office of the Paying Agent, together with a request for exchange signed by the registered owner or by a person legally

empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred only on the Bond registration books upon presentation and surrender of the Bond at the principal corporate trust office of the Paying Agent together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the designated District official shall execute, and the Paying Agent shall authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the registered owner or by a person legally empowered to do so, equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

The Paying Agent will not be required to exchange or transfer any Bond during the period from the close of business on the applicable Record Date next preceding any Interest Payment Date or redemption date, to and including such Interest Payment Date or redemption date.

**Debt Service**

Semi-annual debt service obligations for the Bonds, assuming that no optional redemptions are made, are as follows:

**ALBANY UNIFIED SCHOOL DISTRICT  
Semi-annual Debt Service**

Payment Date	Outstanding Bonds <sup>(e)</sup>	Series A Bonds		Refunding Bonds	Total Debt Service
		Principal	Interest		

TOTAL

<sup>(e)</sup> Excludes debt service on the Prior Bonds. See "DISTRICT INFORMATION - District Debt" for a description of other outstanding bonds of the District.

Source: The District.

**Redemption**

*Optional Redemption*

The Bonds maturing on or before August 1, 2019, are not subject to optional redemption. Bonds maturing on and after August 1, 2020, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, 2019, at par. If less than all of the Bonds are called for redemption, such Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District, and if less than all of the Bonds of any given maturity are called for redemption, the portions of such Bonds of a given maturity to be redeemed shall be determined by lot.

*[If there are any Term Bonds, as may be determined by the Underwriter upon sale of the Bonds, the following "Mandatory Sinking Fund Redemption" paragraph and table will appear in respect to any maturity of Term Bonds so established.]*

*Mandatory Sinking Fund Redemption*

Term Bonds maturing on August 1, 20\_\_\_, shall be subject to redemption prior to their stated maturity, in part by lot, from mandatory sinking fund payments in the following amounts and on the following dates, at the principal amount thereof on the date fixed for redemption, without premium, together with interest accrued thereon to the date fixed for redemption:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 1, 20__	
August 1, 20__	
August 1, 20__	

The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds of that maturity optionally redeemed prior to the mandatory sinking fund payment date.

*Notice of Redemption*

Notice of optional, unscheduled or contingent redemption of any of the Bonds shall be given by the Paying Agent upon the written request of the District. Notice of any redemption of Bonds shall be mailed, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date (a) by first class mail to the registered owners of the Bonds at the addresses appearing on the Bond registration books, (b) by secured mail to all organizations registered with the Securities and Exchange Commission as securities depositories, (c) to at least two information services of national recognition which disseminate redemption information with respect to municipal securities, and (d) as may be further required in accordance with the continuing disclosure certificate of the District described in **APPENDIX C**.

Each notice of redemption shall contain all of the following information: (a) the date of such notice; (b) the name of the Bonds and the date of issue of the Bonds; (c) the redemption date; (d) the redemption price; (e) the dates of maturity of the Bonds to be redeemed; (f) (if less than all of the Bonds of any maturity are to be redeemed) the distinctive numbers of the Bonds of each maturity to be redeemed; (g) (in the case of Bonds redeemed in part only) the respective portions of the principal amount

of the bonds of each maturity to be redeemed; (h) the CUSIP number, if any, of each maturity of Bonds to be redeemed; (i) a statement that such Bonds must be surrendered by the registered owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; and (j) notice that further interest on such Bonds will not accrue after the designated redemption date.

*Effect of Notice of Redemption*

The actual receipt by the registered owner of any Bond or any securities depository or information service of notice of redemption shall not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest on the date fixed for redemption. The owners of Bonds so called for redemption after the redemption date shall look for the payment of principal, interest and redemption premium only to the Interest and Sinking Fund or the escrow fund established for such purpose.

*Right to Rescind Notice*

The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption funds are not available in the interest and sinking fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

*Defeasance*

The District may pay and discharge any or all of the Bonds by depositing in trust with the Paying Agent or an escrow agent at or before maturity, money or non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America in an amount which will, together with the interest to accrue thereon and available moneys then on deposit in the Interest and Sinking Fund of the District, be fully sufficient, to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

## **PLAN OF REFUNDING**

### **Application and Investment of Bond Proceeds**

A portion of the proceeds from the sale of the Bonds will be deposited in the Escrow Fund to be created and maintained by U.S. Bank National Association, acting as Escrow Agent under that certain Escrow Agreement between the District and the Escrow Agent, dated as of \_\_\_\_\_, 2009 (the "Escrow Agreement"). Moneys in the Escrow Fund will be invested in non-callable direct obligations of the United States Treasury or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America. An independent Certified Public Accountant, \_\_\_\_\_, acting as Verification



Agent with respect to the Escrow Fund, will certify in writing that moneys deposited and invested in the Escrow Fund, together with earnings thereon, will be sufficient for the payment of the principal and interest on the Prior Bonds as set forth in the Escrow Agreement.

A portion of the proceeds of the Bonds will be retained by the Escrow Agent in a Costs of Issuance Account and used to pay costs associated with the issuance of the Bonds and the refunding of the Prior Bonds. Any proceeds of sale of the Bonds not needed to fund the Escrow Fund or to pay costs of issuance of the Bonds will be deposited in the County treasury to the credit of the Interest and Sinking Fund, to be used only for payment of principal of and interest on outstanding bonds of the District.

Amounts deposited into the Interest and Sinking Fund, as well as proceeds of taxes held therein for payment of the Bonds, will be invested at the County Treasurer's discretion pursuant to law and the investment policy of the County. See **"GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION – County Investment Pool.**

## **AD VALOREM PROPERTY TAXATION**

*The information in this section describes how ad valorem property taxes in general are assessed and levied. For specific information on the property tax base, tax levies and collections in the District, see "DISTRICT TAX BASE INFORMATION" herein.*

### **County Services**

School districts and other public agencies with property tax levies in the State all use the services of their county for the assessment of property values (certain utility and other classes of property are assessed by the State Board of Equalization; see **"—State Assessed Utility Property"** herein) and collection of property taxes and property assessments. All property taxes and assessments on property due all taxing agencies in each county generally are included on the same unified tax bill from the county to property owners twice each year, based on the same county administered tax rolls, whether general purpose property tax or specific *ad valorem* property tax for payment of general obligation bonds. In addition, for school district general obligation bonds, the county, not the school district, determines and levies each year's tax in an amount necessary to provide for payment of the school district's general obligation bond debt service. Property taxes collected are apportioned by each county according to purpose and taxing agency as prescribed by State law to that county and all school districts, special districts, cities and other agencies within that county with property tax levies. The amounts apportioned specifically for payment of school district general obligation bonds are retained by the county, and used to make the debt service payments on those bonds on behalf of the school district.

### **Assessed Valuation**

All non-exempt property is assessed using full cash value as defined by Article XIII A of the California Constitution (the "Constitution"). State law exempts from taxation \$7,000 of the full cash value of an owner-occupied dwelling, provided that the owner files and qualifies for such exemption. The State is required to reimburse local agencies for the value of taxes on the exempt \$7,000. State law also provides exemptions from *ad valorem* property taxation for certain classes of property based on ownership or use, such as household and personal effects intangible personal property (such as bank accounts, stocks and bonds), business inventories and real property used for religious, non-profit hospital, scientific and charitable purposes; the State does not reimburse local agencies for any tax not levied due

to these exemptions. State and federal government property also is not taxed, nor is local government property located within the jurisdiction of that local government.

For assessment and collection purposes, property is classified as either "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed property and other property having a tax lien on real property which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Unsecured property comprises all other taxable property. Unsecured property is assessed on the "unsecured roll." Every tax levied by a county that becomes a lien on secured property has priority over all present and future private liens arising pursuant to State law on the secured property, regardless of the time of the creation of the other liens. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on other property owned by the taxpayer. Valuation of secured property and a statutory tax lien is established as of January 1 prior to the tax year (the tax year is from July 1 through June 30) of the related tax levy, and the secured and unsecured tax rolls are certified on or before July 1 of the tax year by the County Assessor. New property and improvements are assessed and added to a "supplemental" roll during the year acquired or when improvements are completed, and such property is taxed at the secured or unsecured rate then in effect, as appropriate, for the remaining portion of that year. The next year and thereafter such assets are assessed on the regular tax rolls.

Future growth in assessed valuation allowed under Article XIII A is allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the growth of "base" revenues from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year.

See "**DISTRICT TAX BASE INFORMATION**" herein for a history of assessed valuation and a list of the largest secured tax payers for the current tax year within the District.

### **State-Assessed Utility Property**

The Constitution provides that the State Board of Equalization (the "SBE") rather than counties assess certain property owned or used by regulated utilities. Such property is grouped and assessed by the SBE as "going concern" operating units, which may cross local tax jurisdiction boundaries, rather than as individual parcels of real or personal property separately assessed. Such utility property is known as "unitary property." The SBE assesses property at "fair market value," determined by various methods and formulae depending on the nature of the property, except that certain railroad property is assessed at a specified percentage of the fair market value determined by the SBE, in conformity with federal law. The SBE assesses values as of January 1 prior to the tax year of the related tax levy. Property tax on SBE-assessed property is then levied and collected by each county in the same manner as county assessed property, but at special county-wide tax rates, and distributed to each taxing agency within that county, subject to certain adjustments, according to the approximate percentage allocated to each taxing agency in the prior year.

Ongoing changes in the California electric utility industry structure and in the way in which components of that industry are regulated and owned, including the sale of electric generation assets to largely unregulated, non-utility companies, may cause property that had been assessed by the SBE to be assessed locally instead. A change in property status from assessment by the SBE to assessment locally or the reverse may result in a change in property tax revenue received by local agencies and an adjustment in *ad valorem* tax rates and debt capacity for any local agency general obligation bonds.

### Tax Levies, Collections and Delinquencies

Secured property tax rates are set annually by the first business day of September for the levy of property taxes in that tax year. The levy is payable in two equal installments due November 1 and February 1, and payments become delinquent if not postmarked or paid by end of the business day on December 10 and April 10, respectively. Taxes on unsecured property (personal property and leasehold interests) are levied at the preceding fiscal year's secured tax rate and have a due date set by each county effectively no earlier than July 1 and no later than July 31 of each year. Taxes on unsecured property become delinquent if not postmarked or paid by end of business day on August 31, or if added to the unsecured roll after July 31, become delinquent at the end of the month succeeding the month of enrollment.

A 10% penalty attaches to any delinquent payment for secured roll taxes, plus a charge of \$10 if unpaid after April 10. In addition, property on the secured roll for which taxes are delinquent becomes tax-defaulted if not paid by June 30 of the same fiscal year. Such property may thereafter be redeemed by payment of (a) the delinquent taxes, (b) the 10% penalty, (c) the \$10 charge, (d) an additional penalty of 1.5% per month from July 1 to the time of redemption and (e) a redemption fee of \$15 per parcel, \$5 of which goes to the State (collectively, the "Redemption Amount"). Properties may be redeemed under an installment plan of paying the Redemption Amount in five equal installments over a period of four years. A delinquent taxpayer may enter into the installment plan at any time up to the June 30 occurring five years after the property becomes tax defaulted. If taxes are unpaid five years after the property becomes tax defaulted or, if an installment plan is in place, at the end of an installment plan, the county can initiate a "power to sell" procedure for the county tax collector to sell the property at auction. Alternatively, in certain instances the county may institute a superior court action to foreclose the lien on delinquent property; if the lawsuit is successful, the delinquent property may be sold at a judicial foreclosure sale.

A 10% penalty attaches to delinquent taxes on property on the unsecured roll, and after the last day of the second month after the 10% penalty attaches, an additional penalty of 1.5% per month begins to accrue and a lien is recorded against the assessee. The taxing authority may collect delinquent unsecured personal property taxes by: (a) a civil action against the taxpayer; (b) filing a certificate of delinquency in the office of the county clerk specifying certain facts in order to obtain a judgment lien on specific property of the taxpayer; and (c) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Supplemental roll taxes are due on the date the bill is mailed. If the tax bill is mailed within the months of July through October, the first installment shall become delinquent at 5 p.m., or the end of the business day, whichever is later, on December 10 of the same year and the second installment shall become delinquent at 5 p.m., or the end of the business day, whichever is later, on April 10 of the next year; if the bill is mailed within the months of November through June, the first installment shall become delinquent at 5 p.m., or the end of the business day, whichever is later, on the last day of the month following the month in which the bill is mailed and the second installment shall become delinquent at 5 p.m., or the end of the business day, whichever is later, on the last day of the fourth calendar month following the date the first installment is delinquent. A 10% penalty attaches to any delinquent payment for supplemental roll taxes.

All tax due dates and delinquency dates become the next business day if they fall on a day that is not a business day.

**Teeter Plan**

Under the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 *et seq.* of the State Revenue and Taxation Code, each participating local agency levying secured property taxes, including school districts, receives from its county the amount of uncollected taxes credited to its fund, in the same manner as if the amount credited had been collected. In return, the county receives and retains delinquent payments, penalties and interest as collected, that would have been due the local agency. The Teeter Plan, once adopted by a county, remains in effect unless the county board of supervisors orders its discontinuance or unless, prior to the commencement of any fiscal year, the board of supervisors receives a petition for its discontinuance from two-thirds of the participating revenue districts in the county. A board of supervisors may, after holding a public hearing on the matter, discontinue the procedures under the Teeter Plan with respect to any tax levying agency in the county when delinquencies for taxes levied by that agency exceed 3%.

The Teeter Plan applies to the 1% general purpose property tax levy. Whether or not the Teeter Plan also is applied to other tax levies for local agencies, such as the tax levy for general obligation bonds of a local agency, varies by county. The County does not apply the Teeter Plan to secured tax levy collections for the bonds. See "DISTRICT TAX BASE INFORMATION — Secured Tax Charges and Delinquencies" herein for a history of property tax collections and delinquencies in the District.

**DISTRICT TAX BASE INFORMATION**

*This section presents certain information concerning the property tax base in the District. For general information on how ad valorem property is assessed, and how taxes are levied and collected, see "AD VALOREM PROPERTY TAXATION" herein.*

**Assessed Valuation**

The following table represents the five-year history of assessed valuation in the District. For more information regarding how property is assessed in the State of California, see "AD VALOREM PROPERTY TAXATION — Assessed Valuation" herein.

<b>ALBANY UNIFIED SCHOOL DISTRICT</b>				
<b>Assessed Valuation</b>				
<u>Fiscal Year</u>	<u>Local Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>
2004/05	\$1,340,205,185	\$376,909	\$25,179,040	\$1,365,761,134
2005/06	1,480,276,256	365,093	26,655,891	1,507,297,240
2006/07	1,613,130,018	323,575	26,408,175	1,639,861,768
2007/08	1,720,225,511	59,760	29,619,932	1,749,905,203
2008/09	1,803,120,376	59,760	26,601,236	1,829,781,372

Source: California Municipal Statistics, Inc.

The *ad valorem* property tax to pay debt service on the Bonds and all other outstanding bonds is levied on total assessed value of all taxable property within the District before deducting any redevelopment agency tax increment. The District's general fund property tax revenue is a percentage of

the County-wide 1% general purpose tax rate levied on total assessed value of all taxable property within the District after deducting redevelopment agency tax increment.

**Secured Tax Charges and Delinquencies**

The following table reflects the historical secured tax levy and year-end delinquencies for the District.

<b>ALBANY UNIFIED SCHOOL DISTRICT</b>			
<b>Secured Tax Charges and Delinquencies</b>			
<u>Fiscal Year</u>	<u>Secured Tax Charge</u>	<u>Amount Delinquent June 30</u>	<u>Percent Delinquent June 30</u>
2003/04	\$1,593,950.49	\$18,645.50	1.17%
2004/05	2,186,849.98	29,239.60	1.34
2005/06	1,921,074.07	22,399.40	1.17
2006/07	2,635,571.57	51,295.97	1.95
2007/08	2,186,157.01	45,917.73	2.10

Note: These amounts represent all taxes collected by the County within the District's boundaries.

Source: California Municipal Statistics, Inc.

Under the Teeter Plan, the County funds the District its full tax levy allocation rather than funding only actual collections (levy less delinquencies). In exchange, the County receives the interest and penalties that accrue on delinquent payments, when the late taxes are collected. The County *does not* include the *ad valorem* tax levy for the District's general obligation bonds under the Teeter Plan. See "**AD VALOREM PROPERTY TAXATION — Teeter Plan**" herein.

**Tax Rates**

The following is a summary of tax rates for a representative tax rate area, TRA 22-000, within the District. TRA 22-000 has a total 2008/09 assessed valuation of \$1,776,489,160, approximately \_\_\_% of the District's total assessed valuation. See "*AD VALOREM PROPERTY TAXATION*" for further information on establishing tax rates.

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**ALBANY UNIFIED SCHOOL DISTRICT**  
**Tax Rates - TRA 22-000**

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	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>	<u>2007/08</u>	<u>2008/09</u>
County-wide Rate	1.0000%	1.0000%	1.0000%	1.0000%	1.0000%
Albany Unified School District	0.1611	0.1316	0.1653	0.1284	0.1451
Peralta Community College District	0.0208	0.0238	0.0272	0.0223	0.0362
Bay Area Rapid Transit District	0.0000	0.0048	0.0050	0.0076	0.0090
East Bay Regional Park	0.0076	0.0057	0.0085	0.0080	0.0100
East Bay Municipal Utility District, Special District No. 1	0.0076	0.0072	0.0068	0.0065	0.0064
City of Albany	<u>0.1345</u>	<u>0.1311</u>	<u>0.1281</u>	<u>0.1668</u>	<u>0.1653</u>
<b>TOTAL</b>	<u><b>1.3297%</b></u>	<u><b>1.3042%</b></u>	<u><b>1.3409%</b></u>	<u><b>1.3396%</b></u>	<u><b>1.3720%</b></u>

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Source: California Municipal Statistics, Inc.

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## Largest Taxpayers

The twenty largest taxpayers in the District, as shown on the secured tax roll, and the amounts of their assessed valuations for all taxing jurisdictions within the District, are shown below.

### ALBANY UNIFIED SCHOOL DISTRICT Largest Taxpayers

Name	Primary Land Use	2008/09 Assessed Valuation	Percent of Total <sup>(6)</sup>
Ladbroke Land Holdings Inc.	Recreational -- Race Track	\$ 46,331,652	2.57%
Target Corporation	Commercial	30,078,971	1.67
Erik & Rose L. Eichner, Trust	Apartments	9,303,459	0.52
Villa De Albany LLC	Apartments	9,254,501	0.51
ESMHT LLC	Apartments	9,210,444	0.51
Charlotte L. & Edward F. Biggs Sr., Trust	Apartments	8,056,500	0.45
Safeway Inc.	Commercial	4,755,213	0.26
1001 Eastshore Partners	Commercial	4,508,824	0.25
Albany Bowl Properties	Bowling Alley	4,442,537	0.25
Matt Nassiri & Katy Farrokhtala, Trust	Apartments	4,099,852	0.23
Charles L. Meier & Sharon G. Friedman, Trust	Commercial	4,057,975	0.23
James J. & Barbara V. Kelley	Commercial	3,491,256	0.19
Portland Gardens LLC	Apartments	3,457,627	0.19
Timothy K. & Susan E. Southwick, Trust	Commercial	3,301,393	0.18
Hashem Tabatabaee, Trust	Apartments	3,203,704	0.18
Larry L. & Judith L. Tannahill, Trust	Commercial	3,182,380	0.18
Faramarz & Jaleh P. Pakzad, Trust	Commercial	3,063,958	0.17
Solano Group	Commercial	2,896,601	0.16
Oak & Tyler Investment Inc.	Commercial	2,759,120	0.15
IJK Properties LLC	Industrial	<u>2,695,439</u>	<u>0.15</u>
TOTAL		<u>\$162,151,406</u>	<u>8.99%</u>

<sup>(6)</sup> Total Local Secured Assessed Valuation for 2008/09: \$1,803,120,376

Source: California Municipal Statistics, Inc.

## Recent Developments

[Need to discuss financial status of Ladbroke/Race Track]

## Statement of Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the "Debt Report") prepared by California Municipal Statistics, Inc. and dated as of March 1, 2009. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency. The first column of the Debt Report lists local agencies with territory overlapping, at least in part, that of the District. The second column shows the portion of each overlapping entity's debt assignable to property

within the boundaries of the District, and the third column shows the amount of that portion of the overlapping entity's existing debt. The total amount of debt for each overlapping entity is not given.

The Debt Report also shows, at the top, the gross assessed valuation, less any redevelopment agency tax increment and the resulting net assessed valuation after deducting redevelopment agency tax increment.

**ALBANY UNIFIED SCHOOL DISTRICT  
Statement of Direct and Overlapping Debt**

2008/09 Assessed Valuation: \$1,829,781,372  
 Redevelopment Incremental Valuation: (39,059,648)  
 Adjusted Assessed Valuation: \$1,790,721,724

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	Percent Applicable	Debt 3/1/09
Bay Area Rapid Transit District	0.406%	\$ 1,791,922
Peralta Community College District	3.212	11,396,979
<b>Albany Unified School District</b>	<b>100.</b>	<b>35,665,000<sup>(a)</sup></b>
East Bay Municipal Utility District, Special District No. 1	2.956	950,797
East Bay Regional Park District	0.599	753,842
City of Albany	100.	18,550,000
City of Albany 1915 Act Bonds	100.	4,045,000
<b>TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT</b>		<b>73,153,540</b>
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Alameda County General Fund Obligations	1.024	4,575,826
Alameda County Pension Obligations	1.024	2,078,932
Alameda-Contra Costa Transit District Certificates of Participation Peralta Community College District Pension Obligations	1.236	150,236
Peralta Community College District Pension Obligations	3.212	4,648,883
City of Albany General Fund Obligations	100.	1,195,000
<b>TOTAL OVERLAPPING GENERAL FUND DEBT</b>		<b>\$12,648,877</b>
 <b>COMBINED TOTAL DEBT</b>		 <b>\$85,802,417<sup>(b)</sup></b>

- <sup>(a)</sup> Excludes general obligation bonds to be sold.
- <sup>(b)</sup> Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations.

Ratios to 2008/09 Assessed Valuation:  
 Direct Debt (\$35,665,000) ..... 1.95%  
 Total Direct and Overlapping Tax and Assessment Debt ..... 4.00%

Ratios to Adjusted Assessed Valuation:  
 Combined Total Debt ..... 4.79%

STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/08: \$0

Source: California Municipal Statistics, Inc.

**CONSTITUTIONAL AND STATUTORY PROVISIONS  
AFFECTING DISTRICT REVENUE AND APPROPRIATIONS**

*The information in this section concerning certain provisions of Articles XIII A, XIII B, XIII C and XIII D of the State constitution, Propositions 98 and 111 and certain other law is provided as supplementary information only, to outline the principal constitutional and statutory laws under which the operating revenue and finances of K-12 school districts in the State are determined. The tax for the*



*District Bonds was approved in conformity with all applicable constitutional and statutory limitations. For specific financial information on the District, see "DISTRICT INFORMATION" herein.*

### **Article XIII A**

Article XIII A of the State constitution (the "Constitution") limits, subject to certain exceptions, the amount of *ad valorem* taxes on real property to 1% of "full cash value" as determined by the county assessor. Article XIII A defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975/76 tax bill under 'full cash value' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment," subject to exemptions in certain circumstances of property transfer or reconstruction. The "full cash value" is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A requires a vote of two-thirds of those voting in an election to impose *ad valorem* taxes, and, except to pay debt service on certain voter approved indebtedness, prohibits the imposition of any additional *ad valorem*, sales or transaction taxes on real property. Article XIII A does permit *ad valorem* taxes to be levied in excess of the basic 1% tax limitation as required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, (b) on any bonded indebtedness approved by two-thirds of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) on any bonded indebtedness approved by fifty-five percent of the votes cast by the voters of a school or community college district for the construction, reconstruction, rehabilitation or replacement of, including furnishing and equipping of, or the acquisition or lease of real property for, school facilities, provided that certain accountability and other requirements are satisfied. In addition, Article XIII A requires the approval of two-thirds of all members of the State Legislature to change any State taxes for the purpose of increasing tax revenues, while prohibiting the imposition by the State Legislature of any new *ad valorem*, sales or transaction taxes on real property.

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax except to pay voter-approved indebtedness. The 1% property tax is automatically levied by each county in the State and distributed according to a formula among taxing agencies within that county. The formula apportions the tax roughly in proportion to the relative shares of taxes last levied prior to 1989.

That portion of annual property tax revenues generated by increases in assessed valuations within each tax rate area within a county, subject to redevelopment agency claims, if any, on tax increment and subject to changes in organization, if any, of affected jurisdictions, is allocated to each jurisdiction within the tax rate area in the same proportion that the total property tax revenue from the tax rate area for the prior year was allocated to such jurisdictions.

### **Article XIII B**

Article XIII B of the Constitution, approved by voters in 1979 and subsequently amended by Propositions 98 and 111, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State, to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population, for transfers in the financial responsibility for providing services and for certain declared emergencies (the "Gann limit"). As amended, Article XIII B defines:

(a) "change in the cost of living" with respect to school districts to mean the percentage change in California per-capita income from the preceding year, and

(b) "change in population" with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain State subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues. For school districts, Article XIII B constrains appropriations from State and local tax sources, but not federal aid or non-tax income, such as revenues from cafeteria sales or adult education fees.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two fiscal years. If a school district receives any proceeds of taxes in excess of its appropriations limit, it may increase its appropriations limit to equal that amount by taking the appropriations limit from the State.

Article XIII B also includes a requirement that fifty percent of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the Constitution. See "Propositions 98 and 111" below.

Article XIII B does not impact the ability of the County to levy and collect the property tax or pay debt service on the Bonds.

### **Propositions 98 and 111**

On November 8, 1988 the voters approved Proposition 98, an initiative constitutional amendment and statute called "The Classroom Instructional Improvement and Accountability Act" ("Proposition 98"). In addition to adding certain provisions to the Education Code, Proposition 98 also amended Article XIII B and Section 8 of Article XVI of the Constitution and added Section 8.5 of Article XVI to the Constitution, the effects of which are to establish a minimum level of State funding for school districts, to allocate to school districts, within limits, State revenues in excess of the State's appropriations limit and to exempt such excess funds from school district appropriations limits.

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("Proposition 111") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the Constitution with respect to appropriations limitations and school funding priority and allocation.

Article XIII B, as amended by both Proposition 98 and Proposition 111, is discussed above under "Article XIII B."

The provisions of Sections 8 and 8.5 of Article XVI, as added to or amended by Propositions 98 and 111, may be summarized as follows:

(a) State Funding of Schools (Section 8). Monies to be applied by the State for the support of school districts must be at a level equal to the greater of the following "tests":

(i) The amount which, as a percentage of the State general fund revenues which may be appropriated pursuant to Article XIII B, equals the percentage of general fund revenues appropriated for school districts in fiscal year 1986/87;

(ii) The amount actually appropriated to school districts in the prior fiscal year from general fund proceeds and from allocated local proceeds of taxes (excluding any excess State revenues allocated pursuant to Section 8.5), adjusted for changes in enrollment and for the change in the cost of living (operative only in a fiscal year in which the percentage growth in California per capita personal income is less than or equal to the percentage growth in per capita general fund revenues plus one-half of one percent);

(iii) The amount actually appropriated to school districts in the prior fiscal year from general fund proceeds and from allocated local proceeds of taxes (excluding any excess State revenues allocated pursuant to Section 8.5) adjusted for changes in enrollment and for the change in per capita general fund revenues, and, in addition, an amount equal to one-half of one percent times the prior year appropriations (excluding any excess State revenues) adjusted for changes in enrollment (operative only in a fiscal year in which the percentage growth in California per capita personal income is greater than the percentage growth in per capita general fund revenues plus one-half of one percent).

If the third test is used in any year the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when the general fund revenue growth exceeds personal income growth.

The State legislature by a two-thirds vote of both houses, with the Governor's concurrence, may suspend for one year the minimum funding provisions for school districts as provided for in Section 8.

(b) Allocations to the State School Fund (Section 8.5). In addition to the amounts applied to school districts under the tests discussed above, the State Controller is directed to allocate available excess State revenues (pursuant to Article XIII B) to the State School Fund. However, no such allocation is required at any time that the Director of Finance and the Superintendent of Public Instruction mutually determine that current annual expenditures per student equal or exceed the average annual expenditures per student of the 10 states with the highest annual expenditures per student and the average class size equals or is less than the average class size of the 10 states with the lowest class size.

Such allocations do not constitute appropriations subject to Article XIII B limitations and are to be made in an equal amount per enrollment.

#### **Proposition 1A**

Since fiscal year 1992/93, the State has satisfied a portion of its Proposition 98 obligations for revenue limit funding of school districts by shifting part of the 1% local *ad valorem* property tax revenues

otherwise belonging to cities, counties, special districts, and redevelopment agencies, to school and college districts through a local Educational Revenue Augmentation Fund (ERAF) in each county. At the November 2004 election State voters approved Proposition 1A, limiting the amount and frequency of such ERAF shifts of property tax revenue from other taxing agencies to school districts.

Under Proposition 1A, beginning in fiscal year 2008/09, the State will be able to divert no more than eight percent of local property tax revenues for State purposes (including, but not limited to, funding K-12 education) only if: (a) the Governor declares such action to be necessary due to a State fiscal emergency; (b) two-thirds of both houses of the Legislature approve the action; (c) the amount diverted is required by statute to be repaid within three years; (d) the State does not owe to local agencies any repayment for past property tax or Vehicle License Fee diversions; and (e) such property tax diversions do not occur in more than two of any ten consecutive fiscal years. Because ERAF shifts will be capped and limited in frequency, the State will have to rely more heavily on State general fund moneys for Proposition 98 funding of school districts.

### **Propositions 57 and 58**

On March 2, 2004 State voters passed Proposition 57, the California Economic Recovery Bond Act, authorizing the issuance by the State of up to \$15 billion of bonds to finance the State's negative general fund balance as of June 30, 2004 and other general fund obligations undertaken prior to June 30, 2004. The State has issued \$14.1 billion Economic Recovery Bonds under this authorization. In the same election State voters passed Proposition 58, the Balanced Budget Amendment, requiring the State to adopt and maintain a balanced budget, establish a reserve and restrict future long-term deficit-related borrowing.

### **Articles XIII C and XIII D**

On November 5, 1996, the voters of the State approved Proposition 218, the so-called "Right to Vote on Taxes Act." Proposition 218 added Articles XIII C and XIII D to the Constitution, which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect taxes, assessments, fees and charges. Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes); prohibits special purpose government agencies such as school districts from levying general taxes; and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote. Article XIII C also provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. The *ad valorem* property tax levied to pay debt service on the Bonds is a "special tax" approved by the District's voters in the manner required by Article XIII C.

Article XIII C also provides that the initiative power shall not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. In respect to school district general obligation bonds, the Constitution and laws of the State impose a mandatory duty on county tax collectors to levy a property tax sufficient to pay debt service on such bonds coming due in each year. The initiative power cannot be used to reduce or repeal the authority and obligation to levy such taxes which are pledged as security for payment of such bonds or to otherwise interfere with performance of the mandatory duty of a school district and its county with respect to such taxes which are pledged as security for payment of such bonds. Legislation adopted in 1997 provides that Article XIII C shall not be construed to mean that any owner or beneficial owner of a municipal security assumes the risk of, or consents to, any initiative

measure which would constitute an impairment of contractual rights under the contracts clause of the U.S. Constitution.

Voter approved special taxes (including those levied pursuant to the Mello-Roos Community Facilities Act), "parcel taxes" and assessments levied pursuant to the Landscape and Lighting District Act of 1972 (among other assessments), that are not pledged to the payment of bonds, may be subject to reduction or repeal by voter initiative under the provisions of Article XIIC.

Article XIID deals with assessments and property-related fees and charges. Article XIID explicitly provides that nothing in Article XIIC or XIID shall be construed to affect laws existing prior to enactment of Articles XIIC and XIID relating to the imposition of fees or charges as a condition of property development; however it is not clear whether the initiative power is therefore unavailable to repeal or reduce developer and mitigation fees imposed by a school district. By its terms, Article XIID does not apply to *ad valorem* property tax of the type levied to pay debt service on the Bonds.

The interpretation and application of Article XIIC and Article XIID will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

#### **Future Initiatives**

Articles XIII A, XIII B, XIIC and XIID and Propositions 98, 111 and 1A were each adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiative measures could be adopted, further affecting school districts' revenues or ability to expend revenues.

### **GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION**

*The information in this section concerning funding procedures of K-12 school districts, and State funding of education] in the State is provided as supplementary information only and it should not be inferred from the inclusion of this information in the Official Statement that the principal of or interest on the Bonds is payable from the General Fund of the District or from State revenues. For specific financial information on the District, see "DISTRICT INFORMATION" herein.*

#### **State Funding of School Districts**

Annual State apportionments of basic and equalization aid to K-12 school districts for general purposes are made according to a revenue limit per unit of average daily attendance ("A.D.A."). If a district's total revenue limit exceeds its property tax revenue, its annual State apportionments, subject to certain adjustments, amount to the difference between the revenue limit and a district's actual property tax receipts (after any redevelopment agency tax increment or other deductions or "shifts" that may be in effect under State law). A.D.A. is determined by school districts twice a year, in December ("First Period A.D.A.") and April ("Second Period A.D.A.").

The calculation of the amount of State apportionment a school district is entitled to receive each year is summarized as follows: first, the prior year Statewide revenue limit per A.D.A. is recalculated with certain adjustments for equalization and other factors; second, this adjusted prior year Statewide revenue limit per A.D.A. is inflated according to formulas based on the implicit price deflator for

government goods and services and the Statewide average revenue limit per A.D.A. for each type of A.D.A., yielding the school district's current year "component" revenue limits per A.D.A.; third, the current year component revenue limits per A.D.A. are applied to the school district's A.D.A. for either the current or prior year, as the district elects; fourth, revenue limit adjustments known as "add-ons" are calculated for each school district if the school district qualifies for such add-ons (for example, add-ons to adjust for small school district size and providing meals for needy pupils, among others); and fifth, local property tax revenues are deducted from the total revenue limit calculated for each district to arrive at the amount of State apportionment each school district is entitled to for the current year.

The State revenue limit is calculated three times a year for each school district on the basis of projections submitted by the district on or about December 10, based on First Period A.D.A., and April 15 and June 30, both based on Second Period A.D.A. A.D.A. calculations are based on actual attendance and do not include excused absences. Revenue limit calculations are made by each school district, reviewed by the county office of education and submitted to the State Department of Education. The State Department of Education reviews the calculations for accuracy, determines the amount of State apportionment owed to each school district and notifies the State Controller to distribute the apportionments. The first calculation is performed for the First Principal Apportionment in February, the second calculation for the Second Principal Apportionment in June, and the final calculation for the end of the fiscal year Annual Principal Apportionment, in essence a correction that is made in October of the next fiscal year.

See "**DISTRICT INFORMATION**" herein for the District's specific annual revenue limit per A.D.A.

### **Basic Aid Districts**

In the event that a school district's property tax revenue exceeds its calculated revenue limit entitlement, that school district retains all of its property tax revenue, and State apportionments to that district are limited to the minimum "basic aid" amount of \$120 per A.D.A. set forth in the Constitution. Currently the State allocates basic aid funding to categorical entitlements that would have been received in any event. Such districts are commonly known as "Basic Aid Districts." The District is not a Basic Aid district.

### **State Budget**

The State budget approval process begins with the release to the State legislature by January 10th of the Governor's proposed budget for the following fiscal year. State fiscal years begin July 1st. In May, the Governor submits a revision of the proposed budget that reflects updated estimates of revenues and expenditures. After a series of public hearings and other steps in the legislative process, the budget must be approved by two-thirds vote in each house of the State legislature and submitted to the Governor. The Governor may reduce or eliminate any appropriation by line-item veto. Although the budget is required by the Constitution to be approved no later than June 15th, it often has not been approved until later.

While the Constitution in large part dictates the formulae for determining the allocation of State revenues to the K-12 education portion of the State budget pursuant to Propositions 98 and 111 and other provisions (see "**CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUE AND APPROPRIATIONS**" herein), in the State budget process the Governor and State legislature still have significant leeway in deciding whether and by how much to exceed or reduce such allocation in the actual funding of K-12 school districts, and to decide what funds will be general purpose or restricted purpose.

On January 10, 2008, the proposed Governor's Budget for 2008/2009 was released, on May 14, 2008 the May Budget Revision was released and on September 23, 2008 the 2008/09 Budget Act was signed (together, the "2008/09 Budget"), a balanced budget designed to address an otherwise anticipated State budget shortfall of \$24.3 billion. A portion of the balancing of revenues and expenditures in the 2008/09 Budget depends on various measures that are not yet in State law, and the State Department of Finance announced State tax revenue to be falling below the levels assumed in the 2008/09 Budget. On November 11, 2008, the independent Legislative Analysts Office (the "LAO") provided to the State Legislature its report "Overview of the Governor's Special Session Proposals" and on November 20, 2008 the LAO provided a second report to the State Legislature entitled "California's Fiscal Outlook: LAO Projections 2008/09 through 2013/14" (together the "LAO Reports"). Copies of the LAO Reports are available at [www.lao.ca.gov](http://www.lao.ca.gov). The LAO Reports state that the State's revenue collapse is so dramatic and the underlying economic factors are so weak that absent corrective action, the State will experience annual shortfalls in the range of \$22 billion through fiscal year 2013/14. On December 1, 2008, the Governor declared a fiscal emergency for the State, and has since convened three special sessions of the Legislature to address this emergency. On December 10, 2008, the Governor announced that the 2008/09 shortfall had become at least \$14.8 billion, and if unaddressed for 2008/09 and 2009/10, the cumulative budget shortfall by the end of 2009/10 could reach \$41.6 billion. On January 9, 2009 the Governor presented his proposed *Budget for 2009/10*, designed to remove this shortfall. On February 20, 2008, the State enacted its *2009 Budget Act* (the "2009/10 Budget"), a "17 month budget" for 2009/10 that includes certain revisions for 2008/09 as well, that aims at balancing State revenues and expenditures by the end of 2009/10, closing completely the \$41.6 billion budget gap by a combination of expenditure reductions, increases in taxes on income, sales and vehicles, borrowing and receipt of federal stimulus funds. Certain fund diversions and other aspects of the budget plan will require voter approval (election is scheduled for May 19, 2009). The Governor has indicated that there will be further budget action for 2009/10; a "May Revise" is anticipated for May 25, 2009.

#### *2008/09 Budget*

As adopted, the 2008/09 Budget for the State general fund for 2007/08 projects prior year resources available of \$4.305 billion, revenue and transfers-in of \$103.027 billion, for a total of \$107.332 billion in resources; and for 2008/09 projects prior year resources available of \$3.999 billion, revenue and transfers-in of \$101.991 billion, for a total of \$105.990 billion in resources. General fund expenditures are projected to be \$103.333 billion for 2007/08 and \$103.401 billion for 2008/09, with general fund ending balances of \$3.999 billion and \$2.589 billion, respectively.

The 2008/09 Budget reports Proposition 98 funding of K-12 and community college education, including local property tax revenue, of \$55.2 billion for 2006/07 and projects \$56.6 billion for 2007/08 and \$58.1 billion for 2008/09. Of these amounts, the State general fund provides \$41.4 billion in 2006/07, \$41.5 billion in 2007/08 and \$41.9 billion in 2008/09; the difference from total Proposition 98 funding is funded from local property tax revenue projected for each school district, including, in 2008/09, a State-wide total shift of \$350 million of tax increment revenue from redevelopment agencies. The 2006/07 Budget included a 5.92% COLA for most school district and county office of education revenue limit apportionments, and assumed a 0.26% decline in A.D.A. statewide (the 2006/07 decline estimate is revised to 0.09% in the 2007/08 Budget). The 2007/08 Budget included a 4.53% COLA for most school district and county office of education revenue limit apportionments, and assumed a 0.48% decline in A.D.A. statewide (revised to a 0.101% decline in the 2008/09 Budget). The 2008/09 budget includes a funded COLA of 0.68% (statutory COLA of 5.66% less a deficit factor) for most school district and county office of education revenue limit apportionments, and assumes a 0.521% decline in A.D.A. statewide. The 2008/09 Budget reports total Proposition 98 K-12 funding on a per A.D.A. basis at \$8,279 for 2006/07 and assumes \$8,509 for 2007/08 and \$8,610 for 2008/09. Total K-12 funding from

all sources on a per A.D.A. basis is reported at \$11,279 for 2006/07 and projected at \$12,042 for 2007/08 and \$12,152 for 2008/09.

#### *2009/10 Budget*

The 2009/10 Budget reports for 2008-09 prior year resources available of \$2.375 billion and projects revenues and transfers-in of \$89.373 billion, for a total of \$91.749 billion in total resources available; and for 2009/10 projects prior year resources available of (\$2,435) billion and revenues and transfers-in of \$97.729 billion, for a total of \$95.294 billion in total resources available. General fund expenditures are projected to be \$94.184 billion for 2008-09 and \$92.165 billion for 2009-10, with general fund ending balances of (\$2.435) billion and \$3.128 billion, respectively.

The 2009/10 Budget projects Proposition 98 funding of K-12 and community college education, including local property tax revenue, of \$50.8 billion for 2008/09 and \$55.9 billion for 2009/10. Of these amounts, the State general fund provides \$35.036 billion in 2008/09 and \$40.524 billion in 2009/10; the difference from total Proposition 98 funding is funded from local property tax revenue projected for each school district. The 2009/10 Budget rescinds payment of the 2008/09 COLA and does not fund the 5.02% statutory COLA for 2009/10, and assumes a 0.300% decline in A.D.A. statewide. The 2009/10 Budget assumes total Proposition 98 K-12 funding on a per A.D.A. basis at \$7,450 for 2008/09 and \$8,249 for 2009/10 (\$151 of which in 2009/10 is backfill for the loss of State lottery revenue in 2009/10 that will result if proposed securitization of the State lottery is approved by the voters and occurs).

In addition to reductions in revenue limit funding for 2009/10, there also are various significant deferrals to school districts in State payments of four to six months duration, often over fiscal year end, that school districts individually will have to accommodate. State-wide, approximately \$6 billion in 2009/10 State funding to school districts is or will be deferred. There also is new flexibility for individual school districts to use many of their categorical fund balances as they see fit rather than keep them restricted to their original categorical purpose.

#### **State Funding of Schools Without A State Budget**

On May 29, 2002, the Court of Appeal of the State of California for the Second Appellate District in *White v. Davis et al.* (combined with *Howard Jarvis Taxpayers Association et al. v. Westly* in appeal) held, among other things, that absent adoption of a budget bill or an emergency appropriation by the Legislature, the State Controller may disburse State funds authorized by (a) a continuing appropriation enacted by the Legislature, (b) a self-executing provision of the State constitution, including payment of certain funds for public schools under Article XVI, Section 8.5 of the constitution, and (c) mandate of federal law, such as prompt payment of minimum wage and overtime compensation mandated by the federal Fair Labor Standards Act and benefits under federal food stamp, foster care and adoption, child support and child welfare programs. The Court of Appeal specifically concluded that Article XVI, Section 8.0 does not constitute a self-executing authorization to disburse revenue limit apportionment to school districts; legislative appropriation is required for revenue limit disbursement. On May 1, 2003, the California Supreme Court in its decision in *White v. Davis et al.* granted review to two other matters and let these particular conclusions of the Court of Appeal stand without ruling on them.

During the 2003/04 State budget impasse, the State Controller announced that only "payments of prior year obligations, constitutional authorizations, federal mandates and continuous legislative appropriations would be made." The State Controller concluded that revenue limit apportionments to school districts, under provisions of the Education Code implementing Article XVI, Section 8 of the State constitution, are authorized as continuous legislative appropriations, so disbursed these funds without a



budget bill or emergency appropriation enacted. The State Controller did not disburse certain categorical and other funds to school districts until the *2003/04 Budget Act* was enacted. During the recent delayed adoption of the 2008/09 budget, the State Controller also delayed these disbursements until the *2008/09 Budget Act* was enacted.

### **State Funding of School Construction**

The State makes funding for school facility construction and modernization available to K-12 districts throughout the State through the Office of Public School Construction ("OPSC") and the State Allocation Board ("SAB"), from proceeds of State general obligation bonds authorized and issued for this purpose. Such bond measures require approval by a simple majority of those voting. Proposition 47, passed by 58.9% of the State-wide vote on November 5, 2002, authorized \$13.05 billion, \$11.40 billion of which were for K-12 school facilities and \$1.65 billion of which were for higher education facilities. Proposition 55, passed by 50.6% of the State-wide vote on March 2, 2004, authorized \$12.3 billion, \$10.0 billion of which was for K-12 school facilities and \$2.3 billion of which was for higher education facilities. Proposition 1D, passed by 56.9% of the State-wide vote on November 7, 2006, authorized \$7.329 billion for construction, modernization and related purposes for K-12 school districts. The State has proposed a similar bond measure in 2008 that would, if approved by voters, authorize a further \$6.47 billion for K-12 school districts, and a similar bond measure again in 2010 that would authorize \$5.13 billion for K-12 school districts.

The SAB allocates bond funds for 50% of approved new construction costs, 60% of approved modernization costs (80% for modernization project applications made prior to February 1, 2002), or up to 100% of approved costs of any type if the school district is approved for "hardship" funding. The school district is responsible for the portion of costs not funded by the State, commonly funding their portion with their own general obligation bonds, certificates of participation or accumulated builder's fee revenue. School districts routinely apply for such funding whenever they have projects they believe meet OPSC and SAB criteria for funding.

### **State Retirement Programs**

School districts participate in the State of California Teachers Retirement System ("STRS"). STRS covers all full-time and most part-time employees with teaching certificates. In order to receive STRS benefits, an employee must be at least 55 years old and have provided five years of service to California public schools. School districts also participate in the State of California Public Employees Retirement System ("PERS"). PERS covers all classified personnel, generally those employees without teaching certificates, who are employed at least four hours per day. In order to receive PERS benefits, an employee must be at least 50 years old and have had five years of covered PERS service as a public employee.

Contribution rates to PERS varies with changes in actuarial assumptions and other factors, such as changes in benefits and investment performance, and are set by a State retirement board for PERS. The contribution rates are set by statute for STRS at a constant 8.25% of salary. STRS has a substantial State-wide unfunded liability. Under current law, the liability is the responsibility of the State and not of individual school districts. See "**DISTRICT INFORMATION**" herein for information regarding the District's contributions to these retirement systems.

### **County Office of Education**

In each county there is a county superintendent of schools (the "County Superintendent") and a county board of education. The Office of the County Superintendent, frequently known as the "County Office of Education" (the "County Office" herein) in each county provides the staff and organization that carries out the activities and policies of the County Superintendent and county board of education for that county.

County Offices provide instructional and support services to school districts within their counties, and various State mandated services county-wide, particularly in special education and juvenile court education services. County Office business services departments act as a control point for a variety of information, including pupil data collection, attendance accounting, teacher credential registration, payroll accounting, retirement and tax information and school district budgets, and also report such information to the State Department of Education. All school district budgets must be approved by their County Office and each district must provide its County Office with scheduled interim reports throughout the fiscal year. County Offices also act as enforcement entities which intervene in district fiscal matters should a district fail to meet State budget and reporting criteria.

The District is under the jurisdiction of, and is served by, the County Office for Alameda County.

### **School District Budget Process**

School districts are required by provisions of the State Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. School districts' annual general fund expenditures are characterized in large part by multi-year expenditure commitments such as union contracts. Year-to-year fluctuations in State and local funding of school district general funds could result in revenue decreases which, if large enough, may not easily be offset by an equal reduction in expenditures until at least the following fiscal year. School districts are required by State law to maintain general fund reserves which can be drawn upon in the event of a resulting excess of expenditures over revenues for a given fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

School districts must adopt a budget no later than June 30 of each year. The budget must be submitted to the County Superintendent within five days of adoption or by July 1, whichever occurs first. A district may be on either a dual or single budget cycle. The dual budget option requires a revised and readopted budget by September 1 that is subject to State mandated standards and criteria. The revised budget must reflect changes in projected income and expenses subsequent to July 1. The single budget is only readopted if it is disapproved by the County Superintendent, or as needed. Under either procedure, the school board must revise its adopted budget within 45 days after the Governor signs the State budget act to reflect any changes in budgeted revenues or expenditures made necessary by the adoption of the State's budget.

For both dual and single budgets submitted on July 1, the County Superintendent will examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance, and will determine if the budget allows the district to meet its current obligations and is consistent with a financial plan that will enable the district to meet its multi-year financial commitments. On or before August 15, the County Superintendent will approve or disapprove the adopted budget for each school district. Pursuant to State law, the county superintendent has available various remedies by which to impose and

enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved.

Subsequent to approval, the County Superintendent throughout the fiscal year is authorized to monitor each school district under his or her jurisdiction pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If a County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and the County Superintendent may do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) develop and impose, after also consulting with the district's board, revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of any collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

At minimum, school districts are required by statute to file with their County Superintendent and the State Department of Education a First Interim Financial Report by December 15<sup>th</sup> covering financial operations from July 1<sup>st</sup> through October 31<sup>st</sup>, and a Second Interim Financial Report by March 15<sup>th</sup> covering financial operations from November 1<sup>st</sup> through January 31<sup>st</sup>. Section 42131 of the Education Code requires that each interim report be certified by the school board as either (a) "positive," certifying that the district, "based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years," (b) "qualified," certifying that the district, "based upon current projections, may not meet its financial obligations for the current fiscal year or two subsequent fiscal years," or (c) "negative," certifying that the district, "based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year." A certification by a school board may be revised by the County Superintendent. If either the First or Second Interim Report is not "positive," the County Superintendent may require the district to provide a Third Interim Financial Report by June 1<sup>st</sup> covering financial operations from February 1<sup>st</sup> through April 30<sup>th</sup>. If not required, a Third Interim Financial Report is not prepared. Each interim report shows fiscal year to date financial operations and the current budget, with any budget amendments made in light of operations and conditions to that point. After the close of the fiscal year, an unaudited financial report for the fiscal year is prepared and filed without certification with the County Superintendent and the State Department of Education.

### **Accounting Practices**

The accounting policies of California school districts conform to generally accepted accounting principles, as modified in accordance with policies and procedures of the California School Accounting Manual. This manual, pursuant to Section 41010 of the Education Code, is to be followed by all California school districts. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred. See also "Note 1" in "APPENDIX A" herein for further discussion of applicable accounting policies.

### County Investment Pool

In accordance with Education Code Section 41001, each California public school district maintains substantially all of its operating funds in the county treasury of the county in which it is located, and each county treasurer serves as *ex officio* treasurer for those school districts located within the county. Each county treasurer has the authority to invest school district funds held in the county treasury. Generally, the county treasurer pools county funds with school district funds and funds from certain other public agencies and invests the cash. These pooled funds are carried at cost. Interest earnings are accounted for on either a cash or accrual basis and apportioned to pool participants on a regular basis.

Each county treasurer is required to invest funds, including those pooled funds described above, in accordance with Government Code Sections 53601 *et seq.* In addition, each county treasurer is required to establish an investment policy which may impose further limitations beyond those required by the Government Code. A copy of the County investment policy and periodic reports on the County investment pool are available from the County Treasurer-Tax Collector, Alameda County Treasurer-Tax Collector, 1221 Oak Street, Room 131, Oakland, California 94612-4685, telephone: 510-272-6803. It is not intended that such information be incorporated into this Official Statement by such references. Certain information concerning the County's pooled investment portfolio as of March 31, 2009 is included herein in "**APPENDIX D - ALAMEDA COUNTY INVESTMENT PORTFOLIO REPORT.**"

### DISTRICT INFORMATION

*The description in this section concerning District general operating and financial information is provided as supplementary information only. It should not be inferred from the inclusion of this information that any of the matters discussed in this section affect in any way the obligation of the County on behalf of the District to levy ad valorem taxes on taxable property within the District in an amount sufficient to pay all amounts due on the Bonds.*

#### General Information

The District includes approximately 1.8 square miles in the northern part of Alameda County and provides educational (K-12) services to the residents of the City of Albany (the "City"). The District operates 3 elementary schools, 1 middle school, one comprehensive high school and one alternative high school. The estimated population of the District is 16,460.

The 2008/09 pupil-teacher ratios are expected to be as follows:

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**ALBANY UNIFIED SCHOOL DISTRICT**  
**Pupil - Teacher Ratios**

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<u>Grade</u>	<u>Ratio</u>
K through 3	
4 through 6	
7 and 12	

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Source: The District.

The District is governed by a Board of Education consisting of five members. Members are elected to four-year terms in staggered years. The day-to-day operations are managed by a board-appointed Superintendent of Schools. Marla Stephenson has served in this capacity since July 2008.

**Average Daily Attendance and Revenue Limit**

The following table summarizes the historical and current year estimated average daily attendance for the District.

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**ALBANY UNIFIED SCHOOL DISTRICT**  
**Average Daily Attendance Second Period Report**

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<u>Academic Year</u>	<u>Average Daily Attendance<sup>(b)</sup></u>
2004/05	3,323
2005/06	3,476
2006/07	3,507
2007/08 <sup>(a)</sup>	3,665
2008/09 <sup>(a)</sup>	3,676

<sup>(a)</sup> Projection from Second Interim Report adopted on March 17, 2009.  
<sup>(b)</sup> Includes K-12, special education, and continuation students; excludes Adult education and ROP.

Source: The District.

The District is not a Basic Aid District. The District's statutory base revenue limit per A.D.A. under the State revenue limit formula was \$5,796.35 for 2007/08, and is \$6,125.35 per A.D.A. for 2008/09. See "GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION — State Funding of School Districts" herein.

**Labor Relations**

Currently the District employs 242.46 full-time equivalent (FTE) certificated employees, 114.96 FTE classified employees and \_\_ management employees. There are 3 formal bargain units operating in the District which are described in the table below.

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**ALBANY UNIFIED SCHOOL DISTRICT  
Labor Organizations**

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<u>Labor Organization</u>	<u>Number of Employees</u>	<u>Contract Expiration</u> <sup>(a)</sup>
Albany Teachers Association		June 30, ____
California Schools Employees Association		June 30, ____
United Public Employees, Local 790		June 30, ____

<sup>(a)</sup> [MAY NEED FOOTNOTE IF CONTRACT IS STILL UNDER NEGOTIATION]

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Source: The District.

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See “— **Comparative Financial Statements**” below for historical comparison of salary expense for the District.

**Retirement Programs**

The District's contribution to STRS for fiscal year 2007/08 was \$1,409,247 and in fiscal year 2008/09 is estimated to be \$\_\_\_\_\_. The District's contribution to PERS for fiscal year 2007/08 was \$563,146 and for fiscal year 2008/09 is projected to be \$\_\_\_\_\_. See “**GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION — State Retirement Programs**” herein.

**Comparative Financial Statements**

The table below summarizes the District's historical General Fund revenue, expenditures, and fund balances from fiscal year 2005/06 through 2007/08. For the District's combined audited basic financial statements for the year ended June 30, 2008, independent auditor's letter and management's discussion and analysis, all prepared according to GASB 34, see “**APPENDIX A**” hereto.

**ALBANY UNIFIED SCHOOL DISTRICT**  
**General Fund Revenue, Expenditures and Fund Balances**  
**2005/06 through 2007/08**

	Actuals 2005/06 <sup>(a)</sup>	Actuals 2006/07 <sup>(a)</sup>	Actuals 2007/08 <sup>(a)</sup>
<b>Revenues</b>			
Revenue Limit Sources			
State Aid	\$12,285,814	\$14,353,018	\$15,728,881
Property Taxes	5,939,437	5,405,569	5,677,477
Federal Revenue	872,155	4,839,075	4,966,586
Other State Revenue	2,967,648	17,312,580	17,132,187
Other Local Revenue	5,229,639	5513,683	5,322,830
<b>Total Revenues</b>	<b>27,294,693</b>	<b>47,423,925</b>	<b>48,827,961</b>
<b>Expenditures</b>			
Instruction	17,787,241	21,058,654	22,214,752
Instruction – Related Services	2,906,456	3,925,127	4,315,171
Pupil Services	1,010,354	1,325,718	1,583,789
Ancillary Services	313,986	483,547	442,491
Community Services	271,298	259,818	233,470
General Administration	1,443,174	1,863,791	2,037,355
Plant Services	2,119,599	2,510,237	2,625,524
Other Outgo	7,182	14,759,066	15,059,075
<b>Total Expenditures</b>	<b>25,859,290</b>	<b>46,185,958</b>	<b>48,558,127</b>
<b>Other Financing Sources/(Uses)</b>			
Interfund Transfers In / Other Sources	0	10,882	0
Interfund Transfers Out / Other Uses	(483,392)	(559,635)	(483,137)
<b>Total Other Financing Sources/(Uses)</b>	<b>(483,392)</b>	<b>(548,753)</b>	<b>(483,137)</b>
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>932,011</b>	<b>689,214</b>	<b>(213,137)</b>
<b>P</b>			
<b>Beginning Fund Balance</b>	<b>3,343,167</b>	<b>4,275,178</b>	<b>4,964,392</b>
<b>Ending Fund Balance</b>	<b>\$ 4,275,178</b>	<b>\$ 4,964,392</b>	<b>\$ 4,751,089</b>

<sup>(a)</sup> Audited Financial Statements.

The table below presents the current year budget and the proposed budget for the following year.

The District's Second Interim Report for fiscal year 2008/09 was certified as "positive." For a description of the interim report certification process, see "GENERAL SCHOOL DISTRICT FINANCIAL INFORMATION — School District Budget Process" herein.

**ALBANY UNIFIED SCHOOL DISTRICT**  
**General Fund Revenue, Expenditures and Fund Balances**  
**2005/06 through 2009/10**

	Actuals 2005/06 <sup>(a)</sup>	Actuals 2006/07 <sup>(a)</sup>	Actuals 2007/08 <sup>(a)</sup>	Second Interim Report 2008/09 <sup>(b)</sup>	Proposed Budget 2009/10
<b>Revenues</b>					
Revenue Limit Sources				\$20,986,813	
State Aid	\$11,094,619	\$14,353,018	15,728,881	0	0
Property Taxes	5,595,818	5,405,569	5,677,477	0	0
Federal Revenue	724,993	4,839,075	4,966,586	5,001,510	5,001,510
Other State Revenue	2,477,040	17,312,580	17,132,187	16,964,135	16,964,135
Other Local Revenue	4,907,959	5513,683	5,322,830	6,160,154	6,160,154
<b>Total Revenues</b>	<b>24,800,429</b>	<b>47,423,925</b>	<b>48,827,961</b>	<b>49,112,612</b>	
<b>Expenditures</b>					
Certificated Salaries	12,671,470	21,058,654	22,214,752	17,474,499	17,474,499
Classified Salaries	3,365,154	3,925,127	4,315,171	4,536,161	4,536,161
Employee Benefits	4,697,101	1,325,718	1,583,789	7,119,742	7,119,742
Books and Supplies	1,334,907	483,547	442,491	1,892,338	1,892,338
Services, Other Operating Expenses	2,830,515	259,818	233,470	3,981,048	3,981,048
Capital Outlay	149,311	1,863,791	2,037,355	168,200	168,200
Other Outlay	(137,421)	2,510,237	2,625,524	15,440,746	15,440,746
Transfers of Indirect/Direct Support Costs	0	14,759,066	15,059,075	(166,895)	(166,895)
<b>Total Expenditures</b>	<b>24,911,037</b>	<b>46,185,958</b>	<b>48,558,127</b>	<b>50,445,839</b>	
<b>Other Financing Sources/(Uses)</b>					
Interfund Transfers In / Other Sources	0	10,882	0	0	0
Interfund Transfers Out / Other Uses	(236,993)	(559,635)	(483,137)	(401,860)	(401,860)
<b>Total Other Financing Sources/(Uses)</b>	<b>(236,993)</b>	<b>(548,753)</b>	<b>(483,137)</b>	<b>(401,860)</b>	
<b>Excess of Revenues Over (Under) Expenditures</b>	<b>(298,968)</b>	<b>689,214</b>	<b>(213,137)</b>	<b>(1,735,087)</b>	
<b>Adjusted Beginning Balance</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Beginning Fund Balance</b>	<b>2,318,311</b>	<b>4,275,178</b>	<b>4,964,392</b>	<b>4,751,089</b>	
<b>Ending Fund Balance</b>	<b>\$ 2,019,343</b>	<b>\$ 4,964,392</b>	<b>\$ 4,751,089</b>	<b>\$ 3,016,002</b>	

<sup>(a)</sup> Audited Financial Statements.

<sup>(b)</sup> Unaudited Financial Statements

<sup>(c)</sup> Second Interim Report dated March 17, 2009.



## Audit

Excerpts from the 2007/08 audited financial statements are included in **APPENDIX A**, herein. The District is required to accept its annual audit at a public meeting no later than January 31st of the following year. The District considers its audited financial statements to be documents of public record. The District has not requested its auditors to review this Official Statement, nor have they done so.

## Parcel Tax

In 1987, the voters of the District approved a parcel tax of \$87 with a 2% inflation factor, subject to renewal every five years (the "1987 Parcel Tax"). The 1987 Parcel Tax was renewed in 1990 and in 1993 the voters approved a permanent tax. Revenues from the 1987 Parcel Tax are designated for educational program enhancement. In 2008/09, the District received revenue of \$1,043,166 based on the 1987 Parcel Tax.

On June 8, 1999, the voters of the District voted to approve an additional parcel tax to maintain and improve basic academic curriculum and educational programs (the "1999 Parcel Tax"). The 1999 Parcel Tax was set as \$120 per parcel, beginning on July 1, 1999, with an annual increase of no more than the inflation rate. The 1999 Parcel Tax does not expire. In 2008/09, the District received revenue of approximately \$1,360,828 from the 1999 Parcel Tax.

On November 8, 2005, the voters of the District voted to approve an additional parcel tax to retain qualified staff with competitive compensation, add librarian and counselor positions, maintain small class sizes and safety supervision and enhance extracurricular activities (the "2005 Parcel Tax"). The 2005 Parcel Tax was set at the annual rate of \$250 per residential unit and \$0.05 per square foot for non-residential parcels for seven years, exempting low income homeowners and renters and homeowners 65 and over. In 2008/09, the District received revenue of approximately \$2,017,380 from the 2005 Parcel. See "**CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUE AND APPROPRIATIONS — Articles XIIC and XIID**" and "**— Future Initiatives**" herein.

## District Debt

*General Obligation Bonds.* On March 2, 1993, the voters of the District approved authorization of \$31.6 million in general obligation bonds. This authorization was further amended on November 8, 1994. On November 2, 2004, the voters of the District approved authorization of \$13 million in general obligation bonds. The District has issued all of the bonds authorized by those bond measures as shown in the table below. On February 5, 2008, the voters of the District approved authorization of \$10 million in general obligation bonds; the Bonds will be the first (and only) issue under this authorization. See "**THE BONDS — Authority for Issuance**" and "**THE BONDS — Debt Service**" herein.

**ALBANY UNIFIED SCHOOL DISTRICT  
General Obligation Bonded Debt**

Dated Date	Series	Amount of Original Issue	Outstanding June 1, 2009
May 1, 1998	Election of 1993, Series E	\$ 4,600,000	\$ 3,385,000 <sup>(a)</sup>
August 1, 2000	Election of 1993, Series F	5,000,000	4,125,000 <sup>(a)</sup>
October 18, 2001	2001 General Obligation Refunding Bonds	11,390,000	7,465,000
February 1, 2004	Election of 1993, Series G	4,600,000	4,215,000
July 1, 2004	2004 General Obligation Refunding Bonds	4,300,000	3,560,000
August 17, 2005	Election of 2004, Series A	7,500,000	7,415,000
August 8, 2006	Election of 2004, Series B	5,500,000	5,500,000
			<u>\$35,665,000</u>

<sup>(a)</sup> To be refunded by the Refunding Bonds

The annual requirements to amortize general obligation bonds payable, outstanding as of June 1, 2009, are as follows:

**ALBANY UNIFIED SCHOOL DISTRICT  
General Obligation Bonds – Debt Service**

Period Ending <sup>(a)</sup>	Election of 1993			2001 Refunding	2004 Refunding	Election of 2004		Total
	Series E <sup>(a)</sup>	Series F <sup>(a)</sup>	Series G			Series A	Series B	
8/1/2009	\$ 337,945.00	\$ 378,465.00	\$ 315,081.26	\$ 923,765.00	\$ 362,330.00	\$ 385,357.50	\$ 351,823.76	\$ 3,054,767.52
8/1/2010	340,295.00	375,465.00	314,281.26	922,415.00	363,930.00	449,357.50	416,598.76	3,182,342.52
8/1/2011	342,015.00	377,215.00	310,581.26	929,420.00	360,130.00	514,957.50	467,523.76	3,301,842.52
8/1/2012	343,085.00	373,465.00	316,081.26	929,340.00	366,130.00	536,457.50	465,148.76	3,329,707.52
8/1/2013	343,585.00	374,465.00	316,281.26	927,282.50	361,530.00	542,270.00	462,223.76	3,327,637.52
8/1/2014	343,505.00	374,965.00	315,918.76	933,172.50	366,730.00	547,520.00	383,748.76	3,265,560.02
8/1/2015	342,835.00	374,965.00	319,968.76	931,510.00	366,330.00	547,620.00	378,848.76	3,262,077.52
8/1/2016	346,680.00	374,255.00	318,443.76	932,410.00	365,530.00	547,075.00	368,673.76	3,253,067.52
8/1/2017	344,430.00	377,815.00	316,043.76	930,960.00	369,050.00	550,865.00	368,498.76	3,257,662.52
8/1/2018	346,680.00	375,360.00	318,443.76	717,090.00	371,660.00	548,930.00	370,113.76	3,048,277.52
8/1/2019	343,180.00	377,375.00	320,443.76	340,600.00	368,330.00	546,450.00	366,503.76	2,662,882.52
8/1/2020	343,620.00	378,400.00	317,043.76		369,250.00	548,250.00	367,683.76	2,324,247.52
8/1/2021	343,280.00	378,550.00	318,175.00		367,500.00	549,450.00	368,333.76	2,325,288.76
8/1/2022	347,160.00	377,600.00	318,612.50			549,870.00	368,558.76	1,961,801.26
8/1/2023		375,825.00	318,625.00			549,495.00	368,238.76	1,612,183.76
8/1/2024		378,225.00	317,906.26			548,310.00	367,488.76	1,611,930.02
8/1/2025		374,525.00	321,750.00			546,300.00	366,178.76	1,608,753.76
8/1/2026			319,600.00			548,450.00	369,433.76	1,237,483.76
8/1/2027			322,000.00			549,090.00	366,965.00	1,238,055.00
8/1/2028			318,725.00			553,850.00	368,985.00	1,241,560.00
8/1/2029						557,025.00	370,345.00	927,370.00
8/1/2030						559,075.00	365,882.50	924,957.50
8/1/2031							370,975.00	370,975.00
Totals	\$4,808,295.00	\$6,396,935.00	\$6,354,006.38	\$9,417,965.00	\$4,758,430.00	\$11,776,025.00	\$8,818,775.18	\$52,330,431.56

<sup>(a)</sup> To be refunded by the Refunding Bonds.

All debt service payments on the bonds, including refunding bonds, are payable from an *ad valorem* tax levied and collected by the County on assessed property in the District.

### **Other Post Employment Benefits**

The District provides post retirement health care benefits, as established by board policy, to all employees who retire from the District on or after attaining age 55 with at least 10 years of service.

The District pays health insurance premiums on behalf of qualified pre-Medicare retirees at a rate ranging from 50% to 100% of the cost, depending on length of service and other factors. During the year ended June 30 2008, expenditures of \$391,602 were recognized for post retirement health care. These costs were funded on a pay-as-you-go basis.

In July of 2004, the Governmental Accounting Standards Board issued GASB Statement 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The District is required to begin implementation during the 2008/09 fiscal year. The new statement will significantly change the way state and local governments report their "other postemployment benefits" to the public. As a result of GASB 45, state and local governments will be required to (1) recognize the cost of these benefits in periods when the related services were rendered to the employer, (2) provide information about the actuarial accrued liabilities for promised benefits associated with past services and to what extent those benefits have been funded, (3) and provide information useful in assessing potential demands on the employer's cash flow.

### **Availability of Documents**

Additional public documents will be made available upon request through the Business Office of the District. Such public documents include periodic financial reports such as interim reports, approved budget and audited financial statements. See "INTRODUCTION — Other Information" herein for contact information.

## **ECONOMIC PROFILE**

*While the economics of the City and County and surrounding region influence the economics within the District, only property within the District is subject to an unlimited ad valorem tax levy to pay debt service on the Bonds.*

### **Introduction**

The District is located in the City of Albany in Alameda County.

Alameda County is located on the east side of the San Francisco Bay and extends from the Cities of Berkeley and Albany in the north to the City of Fremont in the south. It is the sixth most populous county in the State, with most of its population concentrated in a highly urbanized area between the San Francisco Bay and the East Bay Hills.

The northern part of Alameda County has direct access to San Francisco Bay and the city of San Francisco. It is highly diversified with residential areas as well as traditional heavy industry, the University of California at Berkeley, the Port of Oakland, and sophisticated manufacturing, computer services and biotechnology firms. The middle of Alameda County is also highly developed, including older established residential and industrial areas. The southwestern corner of Alameda County has seen strong growth in residential development and manufacturing. Many high-tech firms have moved from

neighboring Silicon Valley in Santa Clara County into this area. The southeastern corner of Alameda County has seen the most development in recent years due to land availability. Agriculture and the rural characteristics of this area are disappearing as the region maintains its position as the fastest growing residential, commercial and industrial part of Alameda County.

**Population**

The following table summarizes population figures for the City and for the County.

CITY OF ALBANY AND ALAMEDA COUNTY Population		
Year	City of Albany	Alameda County
1980	15,130	1,105,379
1990	16,350	1,276,702
2000	16,444	1,443,741
2005	16,662	1,500,228
2006	16,680	1,509,981
2007	16,722	1,522,597
2008	16,152	1,537,719
2009	16,884	1,556,657

Source: The 1980, 1990 and 2000 totals are U.S. Census figures. The figures for the years 2005 through 2009 are based upon adjusted January 1 estimates provided by the State.

**Employment**

The following table summarizes historical employment and unemployment in the Oakland Metropolitan Statistical Area, which is comprised of both Alameda and Contra Costa Counties.

OAKLAND MSA Civilian Labor Force, Employment and Unemployment Annual Averages					
	2004	2005	2006	2007	2008
Civilian Labor Force <sup>(a)</sup>					
Employment	1,182,700	1,188,000	1,202,500	1,213,000	1,215,500
Unemployment	71,600	63,000	55,000	59,800	80,200
Total	1,254,300	1,251,000	1,257,500	1,272,700	1,295,700
Unemployment Rate <sup>(b)</sup>	5.7%	5.0%	4.4%	4.7%	6.2%

<sup>(a)</sup> Based on place of residence; March 2008 Benchmark.  
<sup>(b)</sup> The unemployment rate is calculated using unrounded data.

Source: California Employment Development Department, Labor Market Information Division

The following table summarizes the historical numbers of workers in the Oakland Metropolitan Statistical Area, which is comprised of both Alameda and Contra Costa Counties, by industry.

**OAKLAND MSA**  
**Estimated Number of Wage and Salary Workers by Industry<sup>(a)</sup>**  
**(in thousands)**

	2004	2005	2006	2007	2008
Agricultural	1,500	1,600	1,500	1,500	1,400
Natural Resources and Mining	1,200	1,100	1,200	1,200	1,200
Construction	69,800	72,800	73,300	71,700	64,600
Manufacturing	98,200	95,600	95,800	94,400	93,300
Trade, Transportation and Utilities	193,800	195,000	197,100	199,300	195,300
Information	31,300	30,700	30,100	29,000	27,800
Financial Activities	67,600	69,500	67,700	62,400	56,800
Professional and Business Services	147,700	150,600	154,900	158,000	161,400
Educational and Health Services	117,200	118,500	121,800	124,200	127,700
Leisure and Hospitality	80,600	83,000	85,600	88,000	89,100
Other Services	36,600	35,600	35,900	36,200	36,000
Government	<u>179,700</u>	<u>180,000</u>	<u>182,000</u>	<u>183,900</u>	<u>176,600</u>
Total All Industries	<u>1,025,200</u>	<u>1,033,700</u>	<u>1,046,900</u>	<u>1,049,700</u>	<u>1,031,300</u>

<sup>(a)</sup> The industry employment data are now based upon the North American Industry Classification System (NAICS). Newly released data are *not* comparable to the data based on the Standard Industrial Classification (SIC). Items may not add to totals due to independent rounding. March 2008 Benchmark

Source: California Employment Development Department, Labor Market Information Division.

### Major Employers

The following table summarizes the major employers in the City:

**CITY OF ALBANY**  
**Major Employers**

Company	Product/Service	Employees
Agricultural Research Service	Regulation Of Agricultural Marketing & Commodities	395
Target Corp	Discount Department Stores	200
Albany Unified School District	Elementary & Secondary Schools	200
Golden Gate Fields	Horses, racing	140
Subaru Sales & Service	New Car Dealers	75
Ford Albany Inc	New Car Dealers	68
Orchard Supply Hardware Stores Corp	Hardware Stores	65
Arlington Enterprises, LP	Grocery, Independent	55
Berkeley Natural Grocery Co	Misc Food Stores	54
California Department of Rehabilitation	Center For The Blind	50
City of Albany	City government	50

Source: 2009 Harris InfoSource, "Selectory Database, A D&B Product" March 2009.

The following table summarizes the major employers in Alameda County.

**ALAMEDA COUNTY  
Major Employers**

<u>Employer</u>	<u>Product/Service</u>	<u>Employees</u>
University of California	University	14,358
United States Dept of Energy	Research Laboratory	12,000
County of Alameda	County government	10,207
New United Motor Manufacturing Inc	Manufactures motor vehicle parts & accessories; assembles complete automobiles including specialty	7,000
Kaiser Foundation Hospitals	Hospital/Medical Service Plan Carrier	6,329
Oakland Unified School District	Elementary/Secondary School	5,691
City of Oakland	City government	4,744
World Savings & Loan Association	Federal Savings Institution Mortgage Banker/Correspondent	4,420
City of Berkeley	City government	4,062
Cooper Co's Inc	Manufactures contact lenses; manufactures surgical appliances & supplies	4,000
Oracle Systems Corp	Computer Software	2,810
Internal Revenue Service	Public Finance/Taxation/Monetary Policy	2,500
Fabco Automotive Corp	Manufactures motor vehicle axles	2,500
International Paper	Manufactures corrugated boxes, partitions, display items, sheets & pads	2,485
Ross Stores Inc	Family Clothing & Accessories Shoes Cosmetics Fragrances & Gifts	2,030
Peralta Community College District	Junior College	2,020
Neophotonics	Manufactures optical elements & assemblies; manufactures pressed & blown glass	2,000
Itron Inc	Energy management control service; manufactures computers	2,000
Children's Hospital & Research Center	General Hospital	1,973
Quality Auto Craft Inc	General Auto Repair Auto Body Repair/Painting	1,614

Source: 2009 Harris InfoSource, "Selectory Database, A D&B Product" March 2009.

**Construction Activity**

The following table summarizes historical residential building permit valuation for the City and the County.

**CITY OF ALBANY AND ALAMEDA COUNTY  
Residential Building Permit Valuation  
(Dollars in Thousands)**

<u>Year<sup>(a)</sup></u>	<u>City of Albany</u>		<u>Alameda County</u>	
	<u>Units<sup>(b)</sup></u>	<u>Valuation<sup>(c)</sup></u>	<u>Units<sup>(b)</sup></u>	<u>Valuation<sup>(c)</sup></u>
2003	4	\$ 1,278	4,469	\$ 942,388
2004	6	1,079	5,372	1,178,316
2005	8	2,139	4,376	1,008,662
2006	53	7,816	6,229	1,153,5010
2007	7	1,563	2,912	680,081

- <sup>(a)</sup> As of January 1.
- <sup>(b)</sup> Does not include alterations and additions.
- <sup>(c)</sup> Includes all residential building activity.

Source: U.S. Bureau of the Census.

**Commercial Activity**

The following table summarizes historical taxable transactions in the City and the County.

CITY OF ALBANY AND ALAMEDA COUNTY Taxable Transactions (Dollars in Thousands)				
Year	City of Albany		Alameda County	
	Outlets	Taxable Transactions	Outlets	Taxable Transactions
2003	486	\$118,312	42,550	\$21,375,029
2004	486	139,164	42,939	22,996,365
2005	493	176,362	42,792	24,242,981
2006	486	187,292	41,951	25,223,384
2007	562	190,004	42,014	25,831,140

Source: State Board of Equalization.

**Median Household Income**

Effective Buying Income (EBI) is defined as money income less personal income tax and non-tax payments, such as fines, fees or penalties. The following table summarizes historical median household EBI, for the City, County, State and United States of America.

CITY OF ALBANY, ALAMEDA COUNTY, STATE OF CALIFORNIA AND UNITED STATES OF AMERICA Median Household Effective Buying Income				
Year	City of Albany	Alameda County	State of California	United States of America
2004	Data Not Available	\$50,431	\$42,924	\$38,201
2005	Data Not Available	51,415	43,915	39,324
2006			Data Not Available	
2007			Data Not Available	
2008	Data Not Available	54,688	48,203	41,792

Source: "Survey of Buying Power", Sales and Marketing Management Magazine.

**LEGAL MATTERS**

**Tax Matters**

In the opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel

is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix B hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds.

Certain requirements and procedures contained or referred to in the Resolution, the Tax Certificate of the District dated the date of issuance of the Bonds and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel expresses no opinion as to any Bond or the interest thereon if any such change occurs or action is



taken or omitted upon the advice or approval of bond counsel other than Orrick, Herrington & Sutcliffe LLP.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisers regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the District, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The District has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the District or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the District and its appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the District legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the District or the Beneficial Owners to incur significant expense.

#### **No Litigation**

No litigation is pending concerning the validity of the Bonds, and a certificate or certificates to that effect will be furnished to the initial purchaser of the Bonds at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes or to collect other revenues or contesting the District's ability to issue and retire the Bonds.

### **Legality for Investment in California**

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, are eligible security for deposits of public moneys in California.

### **Legal Opinion**

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel. A complete form of the proposed opinion of Bond Counsel is set forth in **APPENDIX B** hereto. The form of opinion of Bond Counsel is subject to the matters discussed above in **Tax Matter**. Bond Counsel undertakes no responsibility for the accuracy, completeness, or fairness of this Official Statement.

### **Bank Qualification**

The District has designated the Bonds as "qualified tax-exempt obligations" within the meaning of section 265(b)(3) of the Code such that, in the case of certain financial institutions (within the meaning of section 265(b)(3) of the Code), a deduction for federal income tax purposes is allowed for 80 percent of that portion of such financial institution's interest expense allocable to interest received on such Bonds.

## **MISCELLANEOUS**

### **Rating(s)**

Moody's Investors Service has assigned its municipal bond rating of "\_\_\_" to the Bonds, based solely upon the issuance of the Policy concurrently with the issuance of the Bonds. Moody's Investors Service has assigned its underlying municipal bond rating of "\_\_\_" to the Bonds. Such rating reflects only the view of the organization which issued the rating and any desired explanation of the significance of such rating should be obtained from the rating agency at the following address: Moody's Investors Service, 99 Church Street, New York, NY, 10007.

Generally, a rating agency bases its rating on the information and materials furnished to it (some of which may not be included in this Official Statement) and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgement of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

### **Verification of Mathematical Accuracy**

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, independent certified public accountants, upon delivery of the Bonds, will deliver a report of the mathematical accuracy of certain computations, contained in schedules provided to them on behalf of the District, relating to (a) the sufficiency of the anticipated amount of proceeds of the Bonds and other funds available to pay, when due, the principal, whether at maturity or upon prior redemption, interest and redemption premium

requirements of the Bonds and (b) the "yields" on the amount of proceeds held and invested prior to redemption of the Prior Bonds and on the Bonds considered by Bond Counsel in connection with the opinion rendered by Bond Counsel that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

The report of \_\_\_\_\_ will include the statement that the scope of their engagement is limited to verifying mathematical accuracy, of the computations contained in such schedules provided to them, and that they have no obligation to update their report because of events occurring, or data or information coming to their attention, subsequent to the date of their report.

### **Underwriting**

Pursuant to the terms of a public bid held on \_\_\_\_\_, \_\_\_\_\_, as Underwriter (the "Underwriter"), has agreed to purchase the Bonds from the District at the purchase price of \$ \_\_\_\_\_ plus accrued interest. The Underwriter has represented to the District that the Bonds were reoffered to the public at the prices or yields set forth on the cover page of this Official Statement, at an aggregate reoffering price of \$ \_\_\_\_\_. Based on such representations, underwriter's compensation for the Bonds will be \$ \_\_\_\_\_. The Underwriter will be obligated to take and pay for all of the Bonds, if any Bond is purchased.

### **Continuing Disclosure**

The District has covenanted for the benefit of the holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine months following the end of the District's fiscal year (the "Annual Report"), commencing with the Annual Report for the 2008/09 Fiscal Year, which is due no later than April 1, 2010, and to provide notices of the occurrence of certain enumerated events, if material. Currently, the District's Fiscal Year ends on June 30 of each year. The Annual Report will be filed by the District in readable PDF or other acceptable electronic form with the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board ("EMMA"). Prior to July 1, 2009 (or such later date set by the Securities and Exchange Commission for the implementation of EMMA), any notices of material events will be filed by the District with each Nationally Recognized Municipal Securities Information Repository ("NRMSIR") and with the state information repository, if any. On and after July 1, 2009 (or such later date set by the Securities and Exchange Commission for the implementation of EMMA), any notices of material events will be filed with EMMA in the same manner as an Annual Report. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth below under the caption "**Appendix C — Form of Continuing Disclosure Certificate.**" These covenants have been made to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5). The District has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events.

### **Financial Advisor**

The District has entered into an agreement with KNN Public Finance, A Division of Zions First National Bank, whereunder the Financial Advisor provides financial recommendations and guidance to the District with respect to preparation and sale of the Bonds. The Financial Advisor has read and participated in the drafting of certain portions of this Official Statement and has supervised the completion and editing thereof. The Financial Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the

District, with respect to accuracy and completeness of disclosure of such information, and the Financial Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of the Official Statement or any other matter related to the Official Statement.

**Additional Information**

The purpose of this Official Statement is to supply information to prospective buyers of the Bonds. Quotations from and summaries and explanations of the Bonds, the Resolution providing for issuance of the Bonds, and the documents, statutes and constitutional provisions referenced herein, do not purport to be complete, and reference is made to said documents, statutes, and constitutional provisions for full and complete statements of their provisions. This Official Statement has been reviewed and approved by the District.

**ALBANY UNIFIED SCHOOL DISTRICT**

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

**APPENDIX A**

**BASIC FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2008,  
WITH INDEPENDENT AUDITOR'S LETTER AND  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

**APPENDIX B**

**PROPOSED FORM OF OPINION OF BOND COUNSEL**

**APPENDIX C**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

**APPENDIX D**  
**EXCERPTS FROM THE**  
**ALAMEDA COUNTY INVESTMENT PORTFOLIO REPORT**



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

**RESOLUTION NO. 2008-09-30**

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
REFUNDING BONDS AND APPROVING FORMS OF DOCUMENTS  
AND ACTIONS OF OFFICERS OF THE DISTRICT NECESSARY IN  
CONNECTION THEREWITH.

WHEREAS, this Board of Education (the "Board") of the Albany Unified School District (the "District"), located in the County of Alameda, California (the "County"), has heretofore issued or caused to be issued its Albany Unified School District General Obligation Bonds, Election of 1993, at the times and in the original principal amounts (and with principal amounts currently outstanding) as shown in the table below (the "Outstanding Bonds");

Series	Issuance Date	Original Principal Amount	Outstanding Principal Amount
Series E	May 28, 1998	\$4,600,000	\$3,385,000
Series F	August 8, 2000	5,000,000	4,125,000

WHEREAS, this Board has determined, and does hereby declare, that it is necessary and desirable and that the prudent management of the fiscal affairs of the District requires that all or a portion of said currently outstanding bonds (the "Outstanding Bonds") now be refunded (such bonds to be refunded being referred to herein as the "Prior Bonds");

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law, and pursuant to the respective resolutions or agreements providing for the issuance of the Outstanding Bonds, the District is authorized to issue refunding bonds (the "Refunding Bonds") to refund all or a portion of the District's Outstanding Bonds, and to sell its Refunding Bonds at public sale or on a negotiated sale basis;

WHEREAS, the Superintendent of Schools of the County of Alameda has jurisdiction over the District;

WHEREAS, this Board has determined to sell such Refunding Bonds at a public sale or, if market conditions so warrant, on a negotiated sale basis to an underwriter to be selected by the District pursuant to a bond purchase contract (the "Bond Purchase Contract");

WHEREAS, U.S. Bank National Association has been approved by the Treasurer-Tax Collector of the County of Alameda to and will act as Paying Agent (herein called the "Paying Agent") with respect to the Refunding Bonds, and as Escrow Agent (herein called the "Escrow Agent") with respect to the Prior Bonds;

WHEREAS, the District proposes to enter into an Escrow Agreement with the Escrow Agent providing for the creation of an escrow fund for deposit of proceeds of sale of the Refunding Bonds for the purpose of paying and redeeming the Prior Bonds;

WHEREAS, there have been submitted and are on file with the Secretary of this Board of Education proposed forms of an Official Statement, an Official Notice of Sale, a Notice of Intention to Sell Bonds, a Paying Agent Agreement, an Escrow Agreement, and a Continuing Disclosure Certificate, all with respect to the Refunding Bonds proposed to be issued and sold, and the Superintendent of the District has examined and approved each document and has recommended that this Board direct the completion, where appropriate, and the execution of such documents and the consummation of such financing;

WHEREAS, this Board desires that the Treasurer-Tax Collector of the County of Alameda should collect a tax on all taxable property within the District sufficient to provide for payment of the Refunding Bonds, and intends by the adoption of this Resolution, to notify the Board of Supervisors, the Auditor-Controller, the Treasurer-Tax Collector, and other officials of the County of Alameda, that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of the Refunding Bonds and such portion, if any, of the Outstanding Bonds as shall remain outstanding following the issuance of the Refunding Bonds;

WHEREAS, it will be necessary for the Board to employ bond counsel and a financial advisor and to incur costs and expenses in preparing the proceedings for the issuance and sale of the Refunding Bonds; and

WHEREAS, there has been submitted to this Board and is on file with the Superintendent a proposed form of agreement for bond counsel services and a proposed form of agreement for financial advisory services between the District and KNN Public Finance, a division of Zions First National Bank (the "Financial Advisor"), in connection with the Refunding Bonds;

NOW, THEREFORE, the Board of Education of Albany Unified School District does hereby RESOLVE, DETERMINE AND ORDER, as follows:

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Authorization of Refunding Bonds and of Redemption of Prior Bonds; Application of Proceeds of Sale. The Board hereby authorizes the sale and issuance of a series of refunding bonds of the District and the designation of said bonds as the "Albany Unified School District 2009 General Obligation Refunding Bonds" in an aggregate principal amount not to exceed \$9,000,000, which amount shall be finally determined by the Superintendent of the District, the Assistant Superintendent, Business Services of the District, or such other officer of the District designated for the purpose (each, an "Authorized District Representative"), in

accordance with the provisions of Section 7 hereof and with the general laws of the State of California.

Proceeds from the sale of the Refunding Bonds are hereby authorized to be applied only as permitted by Article 9 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, including to acquire escrow securities or otherwise to pay or provide for payment of the principal of the Prior Bonds upon redemption thereof; to pay all expenses incident to the calling, retiring or paying of the Prior Bonds and to the issuance of the Refunding Bonds, including: charges of the Paying Agent in connection with the issuance and payment of the Refunding Bonds; charges of the Escrow Agent in connection with the redemption of the Prior Bonds; interest upon the Prior Bonds from the date of issuance of the Refunding Bonds to the maturity or earlier redemption date of the Prior Bonds; any premium payable upon the redemption of the Prior Bonds; and the costs of any bond insurance or other credit enhancement with respect to the Refunding Bonds. The Board hereby further determines that all interest or other gain derived from the investment of proceeds of the Refunding Bonds may be applied to pay such costs of issuance of the Refunding Bonds.

Section 3. Terms of Refunding Bonds. The Refunding Bonds shall mature on the dates, in such of the years, beginning no earlier than August 1, 2009 and concluding no later than the last maturity date of the Prior Bonds, as shall be specified in the Certificate of Award of the Refunding Bonds described in Section 7 hereof. No Refunding Bonds shall have principal maturing on more than one principal maturity date; however it shall not be necessary that a portion of the principal mature in each year.

The Refunding Bonds shall be issued as current interest Refunding Bonds.

The aggregate principal amount of the Refunding Bonds, the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and the terms of optional and mandatory sinking fund redemption thereof, shall be as specified in the Certificate of Award, as finally delivered, in compliance with the requirements set forth in Section 7(c) hereof authorizing the terms of sale of the Refunding Bonds.

Section 4. Paying Agent Agreement. The form of instrument entitled "Paying Agent Agreement," tentatively dated as of July 1, 2009, by and between the District and U.S. Bank National Association, San Francisco, California, as Paying Agent, in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Secretary of the Board is hereby directed to file a copy of said form of instrument with the minutes of this meeting, and the Authorized District Representative is hereby authorized and directed to execute and deliver an instrument in substantially said form, completed with terms as shall be agreed to by the Authorized District Representative in accordance with this Resolution, and with such other changes therein as the Authorized District Representative may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Escrow Agreement. The form of instrument entitled "Escrow Agreement," tentatively dated as of July 1, 2009, by and between the District and U.S. Bank National Association, San Francisco, California, as Escrow Agent, in substantially the form on

file with the Secretary of the Board, is hereby approved and authorized. The Secretary of the Board is hereby directed to file a copy of said form of instrument with the minutes of this meeting, and the Authorized District Representative is hereby authorized and directed to execute and deliver an instrument in substantially said form, completed with terms as shall be agreed to by the Authorized District Representative in accordance with this Resolution, and with such other changes therein as the Authorized District Representative may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. Official Statement. The Official Statement relating to the Refunding Bonds, in substantially the form on file with the Secretary of the Board (the "Official Statement"), is hereby approved as the Official Statement of the District with respect to the Refunding Bonds, with such changes, additions and corrections as the Authorized District Representative may hereafter approve, and the District's financial advisor with respect to the Refunding Bonds, appointed pursuant to Section 12 hereof, is hereby authorized to prepare and distribute copies of such Official Statement in preliminary form to persons who may be interested in purchasing the Refunding Bonds.

If the Authorized District Representative, on the advice of the Financial Advisor, determines that it is in the best interests of the District to market the Refunding Bonds in common with the District's proposed General Obligation Bonds, Election of 2008, Series A, then the Authorized District Representative is hereby authorized to prepare and distributed a single official statement describing both the Refunding Bonds and said Series A Bonds.

The Authorized District Representative is hereby authorized to certify to the initial purchaser of the Refunding Bonds, on behalf of the District, that the preliminary form of the Official Statement was deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by said Rule). The Authorized District Representative is hereby authorized and directed to sign said Official Statement in its final form, including the final pricing information, and to furnish the initial purchaser of the Refunding Bonds with copies thereof, and the initial purchaser is hereby authorized and directed to deliver copies of such Official Statement in final form to subsequent purchasers of the Refunding Bonds.

Section 7. Sale of Refunding Bonds. (a) Advertisement for Bids: The Notice of Intention to Sell Bonds, in substantially the form on file with the Secretary of the Board, is hereby approved, and the Authorized District Representative is hereby authorized and directed to cause the Notice of Intention to Sell Bonds, subject to such corrections, revisions or additions thereto as such officer shall deem necessary, to be published once at least 15 days before the date of sale in a financial publication generally circulated throughout the State of California or which the District's financial advisor with respect to the Refunding Bonds advises is expected to be disseminated among prospective bidders for the Refunding Bonds.

If the Authorized District Representative, on the advice of the Financial Advisor, determines that it is in the best interests of the District to do so, then the Authorized District Representative is hereby authorized to publish a single Notice of Intention to Sell Bonds describing both the Refunding Bonds and the District's proposed General Obligation Bonds, Election of 2008, Series A.

(b) Official Notice of Sale: The Official Notice of Sale inviting bids for the Bonds, in substantially the form on file with the Secretary of the Board, is hereby approved, subject to such corrections, revisions or additions as deemed necessary by the Authorized District Representative. The District's Financial Advisor is hereby authorized and directed to cause to be mailed to prospective bidders for the Bonds (including by posting to an appropriate internet website which shall be accessible to interested bidders) copies of said Official Notice of Sale in the form finally approved by the Authorized District Representative.

(c) Award of Refunding Bonds; Certificate of Award: The form of Certificate of Award for the Refunding Bonds, in substantially the form on file with the Secretary of the Board, is hereby approved and adopted. Upon receipt of bids for the Refunding Bonds, the Authorized District Representative is hereby requested to accept the lowest true interest cost bid, provided that: (i) the total net interest cost to maturity of the Refunding Bonds plus the principal amount of the Refunding Bonds shall be less than the total net interest cost to maturity of the Prior Bonds plus the principal amount of the Prior Bonds; (ii) the present value of the debt service savings shall be at least 3% of the principal amount of the Prior Bonds; and (iii) the Refunding Bonds shall otherwise conform to the limitations specified herein and imposed by the general laws of the State. If such true interest cost and price are acceptable to the Authorized District Representative, the Authorized District Representative, acting at the direction of the Board, is hereby authorized to award the sale of the Refunding Bonds to the maker of the best responsive bid by completing and executing the Certificate of Award, a form of which is on file with the Secretary of this Board of Education. If no bid is acceptable, the Authorized District Representative is requested to reject all bids and to re-bid the Refunding Bonds or, if necessary, to sell the Refunding Bonds by negotiated sale as described in subsection 7(d) hereof. The terms of sale of the Refunding Bonds contained in the executed Certificate of Award shall be memorialized in the Paying Agent Agreement.

(d) Negotiated Sale of Bonds: As an alternative to the procedures specified in subdivisions (a), (b) and (c) of this Section, the Board is hereby authorized, if the Authorized District Representative shall determine, upon consultation with the Financial Advisor, that market conditions are not favorable to a competitive sale and that the District would be more likely to realize lower interest costs for the Refunding Bonds through a negotiated sale, to sell the Refunding Bonds by negotiated sale to an underwriter (the "Underwriter") approved by the Authorized District Representative, in consultation with the Financial Advisor, after the review of qualifications of and proposals from underwriters with experience in underwriting California school district general obligation bonds, on such terms to be finally determined and set forth in a Bond Purchase Contract, subject to the limitations set forth in subsection (c) above, such determination and approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Contract by the Authorized District Representative. In such case, the Underwriter's discount shall not exceed 1.25% of the principal amount of the Refunding Bonds sold.

Section 8. Request for Necessary County Actions. (a) The Board of Supervisors, the Auditor-Controller, the Treasurer-Tax Collector, and other officials of the County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property of the District sufficient to provide for payment of all principal of, redemption premium, if any, and interest on the

Refunding Bonds as the same shall become due and payable, and to apply moneys in the District's Interest and Sinking Fund as necessary to the payment of the Refunding Bonds, if so provided in the Paying Agent Agreement as finally executed, and to the payment of any Outstanding Bonds of the District which are to remain outstanding, pursuant to each respective resolution or agreement under which such Outstanding Bonds were issued. The Secretary of the Board is hereby authorized and directed to deliver certified copies of this Resolution to the Clerk of the Board of Supervisors of the County, the Auditor-Controller and the Treasurer-Tax Collector of the County. The Board hereby agrees to reimburse the County for any costs associated with the levy and collection of said tax, upon such documentation of said costs as the District shall reasonably request.

(b) The Board of Supervisors, the Auditor-Controller, the Treasurer-Tax Collector, and other officials of the County, are hereby requested to take and authorize such actions as may be necessary, upon, but only upon, the issuance of the Refunding Bonds, to discontinue the levy of property taxes on all taxable property of the District for the payment of the Prior Bonds, pursuant to Section 53561 of the California Government Code.

Section 9. Notice of Redemption of Prior Bonds. The Escrow Agent is hereby authorized and directed to give notice of redemption of the Prior Bonds to be redeemed, on the date and in the manner set forth in the Escrow Agreement, pursuant to the terms of such Prior Bonds and pursuant to the terms of the Escrow Agreement, at the direction and request of the Authorized District Representative.

Section 10. Continuing Disclosure. The form of instrument entitled, "Continuing Disclosure Certificate," in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Secretary of the Board is hereby directed to file a copy of said form of instrument with the minutes of this meeting, and the Authorized District Representative is hereby authorized and directed on behalf of the District to execute and deliver such Continuing Disclosure Certificate in substantially said form upon delivery of the Refunding Bonds, with such changes thereto as deemed necessary in order to permit the original purchaser of the Refunding Bonds to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 11. Appointment of Bond Counsel. The firm of Orrick, Herrington & Sutcliffe LLP is hereby appointed Bond Counsel to the District in connection with the Refunding Bonds, in accordance with the terms and conditions set forth in the proposed form of agreement for bond counsel services on file with the Superintendent. The Authorized District Representative is hereby authorized and directed to execute said agreement with Orrick, Herrington & Sutcliffe LLP, with such modifications and conditions as shall be acceptable to the Authorized District Representative, such approval to be conclusively evidenced by such execution.

Section 12. Appointment of Financial Advisor. The firm of KNN Public Finance, a Division of Zions First National Bank is hereby appointed financial advisor to the District (the "Financial Advisor") in connection with the Refunding Bonds, in accordance with the terms and conditions set forth in the proposed form of agreement for financial advisory services on file

with the Superintendent. The Authorized District Representative is hereby authorized and directed to execute said agreement with the Financial Advisor, with such modifications and conditions as shall be acceptable to the Authorized District Representative, such approval to be conclusively evidenced by such execution.

Section 13. Authorization of Further Actions. (a) The Financial Advisor, Bond Counsel and the appropriate District officials are hereby authorized and directed to continue to prepare the necessary legal documents to accomplish said financing and the other transactions authorized herein, and to take any and all necessary actions in connection therewith.

(b) The officers and employees of the District are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. The President of the Board, the Superintendent of the District, the Assistant Superintendent, Business Services of the District, the Clerk or Secretary of the Board, and the other officers and employees of the District are hereby authorized and directed to provide for the purchase of escrow securities, to execute and deliver any and all notices, certificates and representations, including signature certificates, no-litigation certificates, tax certificates, certificates relating to continuing disclosure obligations, notices to the California Debt and Investment Advisory Commission, and certificates concerning the Official Statement describing the Refunding Bonds, and to enter into such agreements or contracts, including as may be necessary to obtain bond insurance with respect to the Refunding Bonds, paying agent services with respect to the Refunding Bonds, verification agent services with respect to the Prior Bonds, or escrow agent services with respect to the Prior Bonds, as such officers deem necessary and desirable to accomplish the purposes of this Resolution.

Section 14. Ratification of Actions. All actions heretofore taken by the officers and agents of the District with respect to the sale, execution and delivery of the Refunding Bonds, the acquisition of escrow securities, and the other transactions authorized and contemplated herein, are hereby approved, confirmed and ratified.

Section 15. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this day, May 19, 2009, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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David Glasser, President of the Board of Education  
of the Albany Unified School District

ATTEST:

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Marla Stephenson, Secretary of the Board of Education of  
the Albany Unified School District



SECRETARY'S CERTIFICATE

I, Marla Stephenson, Secretary of the Board of Education of the Albany Unified School District, County of Alameda, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on May 19, 2009, and entered in the minutes thereof, of which meeting all of the members of said Board of Education had due notice and at which a quorum thereof was present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 904 Talbot Avenue, Albany, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this \_\_\_\_ day of May, 2009.


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Marla Stephenson, Secretary of the Board of  
Education of Albany Unified School District

**ALBANY UNIFIED SCHOOL DISTRICT  
BOARD AGENDA BACKUP**

**Regular Meeting of May 19, 2009**

**ITEM:** Board Policy Update/Revision  
Section 0000, 2000, 3000, 6000, 7000, 9000

**PREPARED BY:** Marla Stephenson, Superintendent 

**TYPE OF ITEM:** Review and Action

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**BACKGROUND INFORMATION:**

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

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

**RECOMMENDATION:**

It is recommended that the Governing Board: Waive first reading and accept for a second reading policy documents changed in accordance with recommendations of the California School Boards Association (CSBA) and staff; and adopt the documents as revised and recommended; and authorize the Superintendent or designee to disseminate and implement the changes as adopted.

**Philosophy-Goals-Objectives, and Comprehensive Plans**

BP 0000

**VISION**

Note: The following optional policy uses the term "vision" as a generic term to describe any types of documents (e.g., vision statement, mission statement, etc.) that the Board of Education might adopt to set a direction for the district.

In order to provide a clear focus for district programs, activities and operations, the Board of Education shall adopt a long-range vision that sets direction for the district which is focused on student learning and describes what the Board wants its schools to achieve. This vision may be incorporated in various documents, including the district's mission or purpose statement, philosophy, long-term goals, short-term objectives, and/or comprehensive plans.

*(cf. 0100 - Philosophy)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 0400 - Comprehensive Plans)*  
*(cf. 9000 - Role of the Board)*

The Superintendent or designee shall recommend an appropriate process for establishing and/or reviewing the district's vision statement which is inclusive of parents/guardians, students, staff and community members.

The Board shall review the district vision statements at least every three years or whenever a new Board member or Superintendent joins the district. Following these reviews the Board may revise or reaffirm the direction it has established for the district.

The Superintendent or designee shall communicate the district's vision to staff, parents/guardians and the community and shall regularly report to the Board regarding district progress toward the vision.

*(cf. 0500 - Accountability)*  
*(cf. 1100 - Communication with the Public)*

*Management Resources:*

CSBA PUBLICATIONS

Maximizing School Board Leadership: Vision, 1996

WEB SITES

CSBA: <http://www.csba.org>

Policy  
 adopted:

**ALBANY UNIFIED SCHOOL DISTRICT**  
 Albany, California

**Philosophy-Goals-Objectives and Comprehensive Plans**

AR 0000

**VISION**

The Superintendent or designee shall establish a process for developing and regularly reviewing the district's vision and direction which includes:

1. Clearly defined procedures, timelines and responsibilities
2. Identification of the strengths and needs of the district
3. Input from parents/guardians, students, staff and community members through procedures which may include surveys, focus groups, advisory committees and/or public meetings and forums

*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 2230 - Representative and Deliberative Groups)*  
*(cf. 6020 - Parent Involvement)*

4. Board adoption of district vision statements at a public meeting

As part of this process, the Superintendent or designee may provide the Board of Education with relevant district documents and data, including current district mission and vision statements, if any, and information about student demographics, student achievement, student enrollment patterns, current programs and recent program cuts, staffing and professional development needs, budget trends, facilities, technology and emerging educational issues.

*(cf. 0100 - Philosophy)*  
*(cf. 0200 - Goals for the School District)*  
*(cf. 0400 - Comprehensive Plans)*

Regulation  
approved:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California

**Philosophy-Goals-Objectives and Comprehensive Plans**

BP 0005

**SCHOOL ORGANIZATION**

The Board of Education recognizes that the grouping of grades and services within the facilities of the district can assist the efficient operation of the district and help achieve a more effective instructional program.

The schools of this district shall be organized as follows:

Elementary school(s)	Grades K through 5
Middle school	Grades 6 through 8
High school(s)	Grades 9 through 12

An adult school and a children's center shall be maintained and operated by the district in accordance with law.

Modifications in the organizational plan of the schools may be made only upon the recommendation of the Superintendent and the approval of the Board.

*Legal Reference:*EDUCATION CODE

8200-8216. Chapter 2. Child Care and Development Services Act

35351 Discrimination

CODE OF REGULATIONS, TITLE 5

14001-14043

Policy  
adopted:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California

**Philosophy-Goals-Objectives and Comprehensive Plans**

BP 0100(a)

**PHILOSOPHY**

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

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 9000 - Role of the Board)*

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

It is the philosophy of the district that:

1. All students can learn and succeed.
2. Every student in the district, regardless of gender, special needs, or social, ethnic, language or economic background has a right to a high-quality education that challenges the student to achieve to his/her fullest potential.
3. A safe, nurturing environment is necessary for learning.
4. Parents/guardians have a right and an obligation to participate in their child's schooling.
5. Students and staff respond positively to high expectations and recognition for their accomplishments.
6. Continuous school improvement is necessary to meet the needs of students in a changing economy and society.
7. The diversity of the student population and staff enriches the learning experience for all students.
8. A highly skilled and dedicated staff has a direct and powerful influence on students' lives and learning.
9. A high level of communication, trust, respect and teamwork among Board members and the Superintendent contributes to effective decision making.
10. The community provides an essential resource to the educational program.
11. Effective communication with all stakeholders helps build support for the schools.

BP 0100(b)

**PHILOSOPHY (continued)**

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

*Legal Reference:*

EDUCATION CODE

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

51019 *Definition of philosophy*

*Management Resources:*

CSBA PUBLICATIONS

*Maximizing School Board Leadership: Vision, 1996*

Policy  
adopted:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California

**Philosophy-Goals-Objectives and Comprehensive Plans**

BP 0200(a)

**GOALS FOR THE SCHOOL DISTRICT**

As part of the Board of Education's responsibility to set direction for the school district, the Board shall adopt long-term goals focused on the achievement and needs of all district students. The district's goals shall be aligned with the district's vision, mission, philosophy, and priorities and shall be limited in number so as to be reasonably achievable within established timelines.

*(cf. 0000 - Vision)*

*(cf. 0100 - Philosophy)*

*(cf. 9000 - Role of the Board)*

Note: Items #1-14 below list areas of consideration in the development of goals. Districts are encouraged to replace the list with their own locally developed goals.

When developing the district's goals, the Board shall consider the following areas:

1. Developing curriculum, assessments, and instructional materials that are aligned with the state's content standards, frameworks, and assessments

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

*(cf. 6162.52 - High School Exit Examination)*

2. Maintaining safe and orderly campuses which promote learning

*(cf. 0450 - Comprehensive Safety Plan)*

3. Ensuring that all students achieve proficiency in essential areas of skill and knowledge and attain the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy

*(cf. 6142.91 - Reading/Language Arts Instruction)*

*(cf. 6142.92 - Mathematics Instruction)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.5 - Elementary/Middle School Graduation Requirements)*

*(cf. 6178 - Career Technical Education)*

4. Providing for the specialized needs of identified groups of students, including providing necessary support and intervention programs and closing the gap between low-achieving and high-achieving students

*(cf. 5149 - At-Risk Students)*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

*(cf. 6172 - Gifted and Talented Student Program)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6179 - Supplemental Instruction)*



**GOALS FOR THE SCHOOL DISTRICT (continued)**

5. Providing a system of shared accountability for student achievement with clear performance standards and consequences

*(cf. 0510 - School Accountability Report Card)*

*(cf. 2140 - Evaluation of the Superintendent)*

*(cf. 4115 - Evaluation/Supervision)*

*(cf. 4215 - Evaluation/Supervision)*

*(cf. 4315 - Evaluation/Supervision)*

*(cf. 9400 - Board Self-Evaluation)*

6. Promoting student health, nutrition, and physical activity in order to enhance learning

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 5030 - Student Wellness)*

*(cf. 6142.7 - Physical Education)*

*(cf. 6142.8 - Comprehensive Health Education)*

7. Developing each student's self-respect, respect for others, appreciation for diversity, and sense of personal responsibility

*(cf. 5137 - Positive School Climate)*

*(cf. 6141.6 - Multicultural Education)*

*(cf. 6142.3 - Civic Education)*

8. Maintaining fiscal integrity for the district and aligning resources to instructional needs and priorities for student achievement

*(cf. 3100 - Budget)*

*(cf. 3400 - Management of District Assets/Accounts)*

*(cf. 3460 - Financial Reports and Accountability)*

9. Improving the organization, management, and decision-making structure and capabilities of the district to better support the education of students

*(cf. 0420.5 - School-Based Decision Making)*

*(cf. 2000 - Concepts and Roles)*

10. Providing and maintaining facilities to meet the needs of present and future students

*(cf. 7000 - Concepts and Roles)*

*(cf. 7110 - Facilities Master Plan)*

11. Maintaining positive relations with parents/guardians and the community, emphasizing communication and inviting participation in the schools

BP 0200(c)

## GOALS FOR THE SCHOOL DISTRICT (continued)

*(cf. 1100 - Communication with the Public)*  
*(cf. 1113 - District and School Web Sites)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 1240 - Volunteer Assistance)*  
*(cf. 1700 - Relations Between Private Industry and the Schools)*  
*(cf. 6020 - Parent Involvement)*

Each goal shall include measurable standards, performance indicators, and benchmarks that can be used to determine the district's progress toward meeting that goal.

The Superintendent or designee shall, with the involvement of district and school site staff, develop a strategic plan containing short-term objectives, actions, and timelines designed to enable the district to achieve its long-term goals. The Superintendent or designee shall also ensure that district improvement plans and reform efforts are aligned with the district's goals.

*(cf. 0400 - Comprehensive Plans)*  
*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 0520.1 - High Priority Schools Grant Program)*  
*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.3 - Title I Program Improvement Districts)*  
*(cf. 0520.4 - Quality Education Investment Schools)*  
*(cf. 6171 - Title I Programs)*

The Superintendent or designee shall ensure that these goals are communicated to staff, parents/guardians, students, and the community and that those groups are given an opportunity to provide feedback to the district about the goals.

### Monitoring and Evaluation

Note: The following section should be modified to reflect district practice. In order to help ensure that the Board's meetings are focused on the district's goals for student achievement, CSBA's Agenda Online program allows items from the Board meeting agenda to link to specific district goals.

The Board shall regularly monitor the progress of the district's efforts in achieving the goals. To that end, the Superintendent or designee shall provide the Board with the necessary data and analysis to help the Board evaluate the effectiveness of the district's efforts. These data shall include an analysis of the progress based on the performance indicators and benchmarks for each goal, as well as other measures of student achievement, such as the Academic Performance Index, Adequate Yearly Progress, student attendance, and graduation rates.

*(cf. 0500 - Accountability)*  
*(cf. 6190 - Evaluation of the Instructional Program)*  
*(cf. 9322 - Agenda/Meeting Materials)*

BP 0200(d)

**GOALS FOR THE SCHOOL DISTRICT** (continued)

If the Board determines that sufficient progress is not being made toward a particular goal, the Board and Superintendent shall determine what types of additional district resources and support should be provided so that progress in increasing student achievement can be made. District goals shall be revised as necessary.

*Legal Reference:*EDUCATION CODE33127-33129 *Standards and criteria for fiscal accountability*33400-33407 *CDE evaluation of district programs*44660-44665 *Evaluation of certificated employees*51002 *Local development of programs based on stated philosophy and goals*51020 *Definition of goal*51021 *Definition of objective*51041 *Evaluation of the educational program*52050-52059 *Public Schools Accountability Act*64000-64001 *Consolidated application process*CODE OF REGULATIONS, TITLE 515440-15463 *Standards and criteria for fiscal accountability*UNITED STATES CODE, TITLE 206311 *Accountability, adequate yearly progress*6312 *Local educational agency plan**Management Resources:*CSBA PUBLICATIONS*Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007**Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2006**Maximizing School Board Governance: Vision, 1996*WEB SITESCSBA: <http://www.csba.org>CSBA, *Agenda Online:*<http://www.csba.org/Services/Services/GovernanceTechnology/AgendaOnline.aspx>California Department of Education: <http://www.cde.ca.gov>

## Philosophy-Goals-Objectives and Comprehensive Plans

BP 0400(a)

### COMPREHENSIVE PLANS

The Board of Education believes that careful planning is essential to effective implementation of district programs and policies. Comprehensive plans shall identify cohesive strategies for school improvement and provide stability in district operations.

The Superintendent or designee shall develop comprehensive plans for the implementation of the district's vision and goals, on specific policy topics and on other areas as required by law. As appropriate, comprehensive plans may describe, but not be limited to, anticipated short- and long-term needs, measurable outcomes, priorities, activities, available resources, timelines, staff responsibilities, and strategies for internal and external communications regarding the plan.

- (cf. 0000 - Vision)*
- (cf. 0200 - Goals for the School District)*
- (cf. 0430 - Comprehensive Local Plan for Special Education)*
- (cf. 0440 - District Technology Plan)*
- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 0500 - Accountability)*
- (cf. 1112 - Media Relations)*
- (cf. 2140 - Evaluation of the Superintendent)*
- (cf. 3516 - Emergencies and Disaster Preparedness Plan)*
- (cf. 3543 - Transportation Safety and Emergencies)*
- (cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)*
- (cf. 6171 - Title I Programs)*
- (cf. 6190 - Evaluation of the Instructional Program)*
- (cf. 7110 - Facilities Master Plan)*

Comprehensive plans may be subject to review and approval by the Board.

The process for developing comprehensive plans shall invite broad participation of school and community representatives. Committees may be appointed to assist in the development of plans. Comprehensive plans shall be available to the public and shall be reviewed at regular intervals as specified within the plan.

- (cf. 0420.5 - School-Based Decision Making)*
- (cf. 1220 - Citizen Advisory Committees)*
- (cf. 2230 - Representative and Deliberative Groups)*
- (cf. 6020 - Parent Involvement)*
- (cf. 9130 - Board Committees)*

In addition, school-level plans may be developed to meet the unique circumstances of individual school sites provided that they are consistent with law, district vision, Board policies, administrative regulations and districtwide plans. School plans may be subject to review and approval of the Superintendent or designee and/or the Board.

- (cf. 0420 - School Plans/Site Councils)*
- (cf. 0420.1 - School-Based Program Coordination)*

*Legal Reference: (see next page)*

**COMPREHENSIVE PLANS (continued)**

*Legal Reference:*

EDUCATION CODE

35035 Powers and duties of Superintendent

35291 Rules (power of governing board)

*Management Resources:*

CSBA PUBLICATIONS

Maximizing School Board Leadership: Vision, 1996

WEB SITES

CSBA: <http://www.csba.org>

## Philosophy-Goals-Objectives and Comprehensive Plans

BP 0410(a)

### NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

Note: Discrimination in education programs and activities is prohibited by state and federal law. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Vocational Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. State law, Government Code 12940, prohibits employers from discriminating on the basis of all categories listed below, including discrimination on the basis of sexual orientation. Government Code 11138 mandates districts to adopt rules and regulations to carry out the intent of this nondiscrimination provision. Education Code 220 also prohibits discrimination on the basis of sexual orientation in all programs and activities in public schools. The Office for Civil Rights (OCR) of the U.S. Department of Education has authority to enforce federal laws in all programs and activities that receive federal funds. The California Department of Education may also investigate complaints regarding discrimination through the Uniform Complaint Procedure, see BP/AR 1312.3 - Uniform Complaint Procedures.

Education Code 260 and the implementing regulations at 5 CCR 4900-4965 specify that the Board has primary responsibility for ensuring that district programs and activities are free from discrimination on the basis of both sex and gender, among other categories. 5 CCR 4910 defines "sex" as the biological condition or quality of being a female or male human being. "Gender," pursuant to 5 CCR 4910, is defined as a person's actual sex or perceived sex and includes a person's perceived identity, appearance or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with a person's sex at birth. In accordance with those definitions, the following paragraph lists both "sex" and "gender" as prohibited categories of discrimination.

The Board of Education is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination based on gender, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics. The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.

- (cf. 4030 - Nondiscrimination in Employment)*
- (cf. 4032 - Reasonable Accommodation)*
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*
- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.7 - Sexual Harassment)*
- (cf. 5146 - Married/Pregnant/Parenting Students)*
- (cf. 6145.2 - Athletic Competition)*
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*
- (cf. 6164.6 - Identification and Education Under Section 504)*
- (cf. 6178 - Career Technical Education)*
- (cf. 6200 - Adult Education)*

Note: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires school districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program or meeting, or would be an undue burden, then the district need not provide them.

In addition, Government Code 54953.2, as added by AB 3035 (Ch. 300, Statutes of 2002), requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160, 36.303). The district is required to ensure that the meeting is accessible to persons with disabilities and, upon request, to provide disability-related accommodations, such as auxiliary aids and services.

BP 0410(b)

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES** (continued)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

*(cf. 6020 - Parent Involvement)*

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

Note: Pursuant to 34 CFR 104.8 and 106.9, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations and applicants for admission and employment that it does not discriminate in its educational programs or activities.

The Superintendent or designee shall notify students, parents/guardians, employees, employee organizations and applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination. Such notification shall be included in each announcement, bulletin, catalog, application form or other recruitment materials distributed to these groups. (34 CFR 104.8, 106.9)

The Superintendent or designee shall also provide information about related complaint procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, the No Child Left Behind Act (20 USC 6311 and 6312) requires that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

In compliance with law, the district's nondiscrimination policy shall be published in the individual's primary language to the extent practicable.

*(cf. 5145.6 - Parental Notifications)*

*Legal Reference: (see next page)*

BP 0410(c)

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)***Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

GOVERNMENT CODE

11000 Definitions

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

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

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

*Management Resources:*U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONSProtecting Students from Harassment and Hate Crime, January, 1999Notice of Non-Discrimination, January, 1999Nondiscrimination in Employment Practices in Education, August, 1991WEB SITESU.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>CDE: <http://www.cde.ca.gov>Safe Schools Coalition: <http://www.casafeschoolscoalition.org>Pacific Disability and Business Technical Assistance Center: <http://www.pacdbtac.org>Policy  
adopted:**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California



## Philosophy-Goals-Objectives and Comprehensive Plans

BP 0420(a)

### SCHOOL PLANS/SITE COUNCILS

When required by law or determined to be a useful tool to accomplish district and school goals, school site councils or other school advisory groups shall develop comprehensive school plans designed to enhance student achievement at individual school sites.

- (cf. 0000 - Vision)*
- (cf. 0200 - Goals for the School District)*
- (cf. 0400 - Comprehensive Plans)*
- (cf. 0420.5 - School-Based Decision Making)*
- (cf. 1220 - Citizen Advisory Committees)*
- (cf. 1431 - Waivers)*
- (cf. 6020 - Parent Involvement)*

### Single Plan for Student Achievement

Note: School site councils are required to develop a single plan for student achievement to consolidate the school plans required for (1) the state and federal categorical programs included in the consolidated application pursuant to Education Code 64000-64001; (2) purposes funded under the Pupil Retention Block Grant and School and Library Improvement Block Grant pursuant to Education Code 41506-41507 and 41571-41572; and (3) the Quality Education Investment Act pursuant to Education Code 52055.700-52055.770, as added by SB 1133 (Ch. 751, Statutes of 2006). See the accompanying administrative regulation and the California Department of Education's [A Guide and Template for the Single Plan for Student Achievement: A Handbook for School Site Councils](#) for additional information regarding development of the single plan and required content of the plan.

The Superintendent or designee shall ensure that a single plan for student achievement is prepared by the school site council as required by law for each school participating in specified state and/or federal categorical programs. (Education Code 41507, 41572, 52055.755, 64001)

- (cf. 0420.1 - School-Based Program Coordination)*
- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 0520.1 - High Priority Schools Grant Program)*
- (cf. 0520.2 - Title I Program Improvement Schools)*
- (cf. 0520.4 - Quality Education Investment Schools)*
- (cf. 3513.3 - Tobacco-Free Schools)*
- (cf. 4131 - Staff Development)*
- (cf. 4139 - Peer Assistance and Review)*
- (cf. 5147 - Dropout Prevention)*
- (cf. 5148.1 - Child Care Services for Parenting Students)*
- (cf. 6142.91 - Reading/Language Arts Instruction)*
- (cf. 6163.1 - Library Media Centers)*
- (cf. 6164.2 - Counseling/Guidance Services)*
- (cf. 6171 - Title I Programs)*
- (cf. 6174 - Education for English Language Learners)*
- (cf. 6190 - Evaluation of the Instructional Program)*

Note: Pursuant to Education Code 64001, the district may, at its discretion, choose to include any other school plan in the single plan for student achievement. The following paragraph is optional.

BP 0420(b)

**SCHOOL PLANS/SITE COUNCILS** (continued)

Whenever feasible, any other school plan may be incorporated into the single plan for student achievement.

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall review each school's single plan and ensure that it has been developed and approved by a properly constituted school site council, meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and students. He/she shall submit to the Board of Education his/her recommendations for plan approval or recommendations regarding any subsequent material revisions of the plan.

The Board shall review and approve each school's single plan for student achievement at a regularly scheduled meeting. The Board also shall review and approve any subsequent revisions that include material changes affecting the academic programs for students participating in these categorical programs. The Board shall certify that, to the extent allowable under federal law, the plan is consistent with district local improvement plans required as a condition of receiving federal funding. (Education Code 64001)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall ensure that principals and members of each site council receive training on the roles and responsibilities of the site council. To the extent necessary, he/she shall ensure that site councils receive the resources necessary in order to perform their role effectively.

**School Site Block Grants**

Note: Uncodified AB 1802 (Ch. 79, Statutes of 2006), Sec. 43, allocates state budget funds to school districts for the purpose of school site block grants, including block grants to locally funded charter schools that have students currently enrolled. The following section reflects the purposes of this one-time funding and the approval process. See the accompanying administrative regulation for allowable uses of these funds.

Upon receipt of state funding for school site block grants, the Board shall allocate the funds to district schools on an equal per-pupil basis. (AB 1802, Sec. 43, Statutes of 2006)

The school's use of the funds allocated through this block grant shall be proposed by the school site council or, if the school does not have a school site council, by a schoolwide advisory group or school support group. (AB 1802, Sec. 43, Statutes of 2006)

Note: The following **optional** paragraph may be revised to reflect district practice.

**SCHOOL PLANS/SITE COUNCILS (continued)**

The Board encourages school site councils to fund the highest priority needs identified in school improvement plans. The school site council shall provide the Superintendent or designee and the Board with a written proposal that includes a statement of the identified need(s) and how the funds will be used to enhance the educational program.

Before the funds are encumbered or expended, the Board shall approve the site council's proposed use of the funds. If the Board does not approve the proposed use, the Board shall inform the school site council of the reasons for disapproval and request that the council review and revise its proposal. (AB 1802, Sec. 43, Statutes of 2006)

Note: If the school site council and Board are unable to agree on the use of the funds by May 1, 2007, the dispute shall be immediately submitted to the County Board of Education, which shall resolve the dispute within 30 days of submission. The County Board's decision will be final.

*Legal Reference:*EDUCATION CODE

52-53 *Designation of schools*  
 8240-8244 *General child care and development programs*  
 8750-8754 *Conservation education*  
 18100-18203 *School libraries*  
 32228-32228.5 *School safety and violence prevention*  
 33133 *Information guide for school site councils*  
 35147 *Open meeting laws exceptions*  
 41500-41573 *Categorical education block grants*  
 44500-44508 *Peer Assistance and Review Program*  
 44520-44534 *New Careers Program*  
 48400-48403 *Compulsory continuation education*  
 48430-48438 *Continuation education*  
 48660-48667 *Community day schools*  
 51745-51749.3 *Independent study*  
 51760-51769.5 *Work experience education*  
 51870-51874 *Educational technology*  
 52053-52055.55 *Immediate Intervention/Underperforming Schools Program*  
 52055.600-52055.662 *High Priority Schools Grant Program*  
 52055.700-52055.770 *Quality Education Investment Act*  
 52176 *Advisory committees*  
 52200-52212 *Gifted and Talented Education Program*

*Legal Reference continued: (see next page)*

**SCHOOL PLANS/SITE COUNCILS (continued)***Legal Reference: (continued)*EDUCATION CODE (continued)

52300-52346 Regional occupational centers

52500-52617 Adult education, including:

52610-52616.24 Adult education finances

52800-52887 School-Based Program Coordination Act

52890 Qualifications and duties of outreach consultants

54000-54028 Educationally Disadvantaged Youth Programs

54100-54145 Miller-Unruh Basic Reading Act

54425 Advisory committees (compensatory education)

54650-54659 Education Improvement Incentive Program

54740-54749.5 California School Age Families Education Program

56000-56867 Special education

64000 Categorical programs included in consolidated application

64001 Single school plan for student achievement, consolidated application programs

REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

52012 Establishment of school site council

52014-52015 School plans

HEALTH AND SAFETY CODE

104420 Tobacco use prevention

MILITARY AND VETERANS CODE

500-520.1 California Cadet Corps

AB 1802 UNCODIFIED 2006 STATUTE

43 School site block grants

CODE OF REGULATIONS, TITLE 5

3930-3937 Compliance plans

UNITED STATES CODE, TITLE 20

6312-6319 Title I programs; plans

6421-6472 Programs for neglected, delinquent, and at-risk children and youth

6601-6651 Teacher and Principal Training and Recruitment program

6801-7014 Limited English proficient and immigrant students

7101-7165 Safe and Drug-Free Schools and Communities

7341-7355c Rural Education Initiative

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSA Guide and Template for the Single Plan for Student Achievement: A Handbook for School Site Councils, April 2006WEB SITES

California Department of Education, Single Plan for Student Achievement:

<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>Center for Comprehensive School Reform and Improvement: <http://www.centerforcsri.org>U.S. Department of Education: <http://www.ed.gov>

**Philosophy-Goals-Objectives and Comprehensive Plans**

AR 0420(a)

**SCHOOL PLANS/SITE COUNCILS****School Site Councils**

Note: Pursuant to Education Code 41507 and 41572, as a condition of receiving funding under the Pupil Retention Block Grant and/or School and Library Improvement Block Grant, districts must have a school site council or advisory committee as described in repealed Education Code 52012, as that statute read on January 1, 2004.

When required for participation in any categorical program, each district school shall establish a school site council or advisory committee. (Education Code 41507, 41572, 52852, 64001)

The school site council shall be composed of the following: (Education Code 41507, 41572, 52852)

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel chosen by the school's other personnel
4. Parents/guardians of students attending the school chosen by other such parents/guardians, or community members chosen by the parents/guardians as representatives

Note: Item #5 below applies to secondary schools only. Pursuant to Education Code 52 and 53, secondary schools include high schools and junior high schools.

5. In secondary schools, students attending the school chosen by other such students

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For elementary school site councils, the remaining half shall be parents/guardians or parent/guardian representatives. For secondary school site councils, the remaining half shall be equal numbers of parents/guardians (or parent/guardian representatives) and students. (Education Code 41507, 41572, 52852)

A district employee may serve as a parent/guardian representative on the site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

School site councils may function on behalf of other committees in accordance with law. (Education Code 52055.620, 52176, 52870, 54425; 5 CCR 3932)

*(cf. 0520.1 - High Priority Schools Grant Program)*

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**SCHOOL PLANS/SITE COUNCILS (continued)**

Note: Pursuant to Education Code 35147, school site councils and some advisory committees are exempt from open meeting law requirements (Brown Act), but must comply with other, less complex procedural requirements as specified. These procedural requirements are detailed in AR 1220 - Citizen Advisory Committees.

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

*(cf. 1220 - Citizen Advisory Committees)*

**Single Plan for Student Achievement**

Note: The following section reflects requirements pertaining to the development of a single plan for student achievement required for (1) the state and federal categorical programs included in the consolidated application pursuant to Education Code 64000-64001; (2) purposes funded under the Pupil Retention Block Grant and School and Library Improvement Block Grant pursuant to Education Code 41506-41507 and 41571-41572; and (3) the Quality Education Investment Act pursuant to Education Code 52055.700-52055.770, as added by SB 1133 (Ch. 751, Statutes of 2006). To assist schools with the development of the single plan for student achievement, the California Department of Education (CDE) has developed A Guide and Template for the Single Plan for Student Achievement: A Handbook for School Site Councils which is available on the CDE's web site.

In order for a school to participate in any state or federal categorical program specified in Education Code 41506, 41571, 52055.700, or 64000, the school site council shall approve, annually review, and update a single plan for student achievement. If the school does not have a school site council, a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed above shall fulfill these responsibilities. (Education Code 41507, 41572, 52055.755, 64001)

*(cf. 0420.1 - School-Based Program Coordination)*  
*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 0520.1 - High Priority Schools Grant Program)*  
*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.4 - Quality Education Investment Schools)*  
*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4139 - Peer Assistance and Review)*  
*(cf. 5147 - Dropout Prevention)*  
*(cf. 5148.1 - Child Care Services for Parenting Students)*  
*(cf. 6142.91 - Reading/Language Arts Instruction)*  
*(cf. 6163.1 - Library Media Centers)*  
*(cf. 6164.2 - Counseling/Guidance Services)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6174 - Education for English Language Learners)*

AR 0420(c)

**SCHOOL PLANS/SITE COUNCILS** (continued)

The single plan for student achievement shall be aligned with school goals for improving student achievement and shall be based on an analysis of verifiable state data, including the Academic Performance Index (API) and the California English Language Development Test (CELDT), and any other data voluntarily developed by the district to measure student achievement. (Education Code 64001)

The plan shall, at a minimum: (Education Code 64001)

1. Address how funds provided to the school through categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by the API
2. Identify the school's means of evaluating progress toward accomplishing those goals
3. Identify how state and federal law governing these programs will be implemented

Note: The CDE's A Guide and Template for the Single Plan for Student Achievement: A Handbook for School Site Councils clarifies that integrating multiple planning processes into the single plan does not eliminate any specific planning elements required for individual categorical programs, as provided below. For example, see AR 0420.1 - School-Based Program Coordination for plan requirements of that program and the section on "School Plans for Categorical Block Grants" below for additional information regarding plan requirements for categorical block grants.

In addition to meeting the requirements common to all applicable school plans, the single plan shall address the content required by law for each individual categorical program in which the school participates.

Plans developed for the state's Immediate Intervention/Underperforming Schools Program pursuant to Education Code 52054 or the federal Title I schoolwide programs pursuant to 20 USC 6314 shall satisfy the requirement for the single plan. (Education Code 64001)

*(cf. 6171 - Title I Programs)*

Note: The CDE's A Guide and Template for the Single Plan for Student Achievement: A Handbook for School Site Councils suggests the following steps for the school site council when developing the single plan. Items #1-5 below are **optional**.

In developing or revising the single plan, the school site council shall:

1. Measure the effectiveness of current improvement strategies at the school

The school site council shall analyze student performance based on state and local data, identify significant low performance among all student groups, and analyze

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**SCHOOL PLANS/SITE COUNCILS** (continued)

instructional programs to determine program areas that need to be addressed in order to raise performance of student groups not meeting academic standards.

(cf. 6011 - Academic Standards)

2. Seek input from other school advisory committees as appropriate
3. Reaffirm or revise school goals to serve as a basis for school improvement activities and expenditures
4. Revise improvement strategies and expenditures

The school site council shall specify actions to be taken, dates by which actions are to be started and completed, expenditures needed to implement the action, the funding source, anticipated annual performance growth for each student group, and the means that will be used to evaluate progress toward each goal.

5. Approve and recommend the plan to the Board of Education

**School Plans for Categorical Block Grants**

Note: The following **optional** paragraph is for use by districts applying for funding under the School and Library Improvement Block Grant, Education Code 41570-41573. Education Code 41572 requires that the school plan incorporate the requirements of Education Code 18181 pertaining to a districtwide library plan, as that repealed section read on January 1, 2004.

Any school receiving state funding for school and library improvement shall incorporate plans pertaining to school libraries. (Education Code 41572)

The student retention and/or school and library improvement plans shall be incorporated into the school's single plan for student achievement as described in the above section. (Education Code 41507, 41572)

Regulation  
approved:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California



**Philosophy-Goals-Objectives and Comprehensive Plans**

BP 0430(a)

**COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION**

The Board of Education desires to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district, including children who have been suspended or expelled or placed by the district in a nonpublic, nonsectarian school.

Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered, and where appropriate, utilized. (Education Code 56303)

- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*
- (cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)*
- (cf. 6159 - Individualized Education Program)*
- (cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*
- (cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)*
- (cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)*
- (cf. 6159.4 - Behavioral Interventions for Special Education Students)*
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*
- (cf. 6164.6 - Identification and Education Under Section 504)*

Note: Education Code 56195.1 requires a local plan for the education of all individuals with disabilities residing in the district. This plan may be developed in conjunction with other districts (Option 1 below) or by a single district (Option 2).

The special education local plan area (SELPA) shall administer a local plan and administer the allocation of funds. (Education Code 56195)

- (cf. 1220 - Citizen Advisory Committees)*
- (cf. 1312.3 - Uniform Complaint Procedures)*
- (cf. 3541.2 - Transportation for Students with Disabilities)*
- (cf. 4112.23 - Special Education Staff)*

In order to meet the needs of individuals with disabilities and employ staff with adequate expertise for this purpose, the district participates as a member of the SELPA.

The Superintendent or designee shall extend the district's full cooperation to the SELPA.

*Legal Reference: (see next page)*

**COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)***Legal Reference:*EDUCATION CODE

56000-56001 Education for individuals with exceptional needs  
 56020-56035 Definitions  
 56040-56046 General provisions  
 56048-56050 Surrogate parents  
 56055 Foster parents  
 56060-56063 Substitute teachers  
 56170-56177 Children enrolled in private schools  
 56190-56194 Community advisory committees  
 56195-56195.10 Local plans  
 56205-56208 Local plan requirements  
 56213 Special education local plan areas with small or sparse populations  
 56240-56245 Staff development  
 56300-56385 Identification and referral, assessment, instructional planning  
 56440-56447.1 Programs for individuals between the ages of three and five years  
 56500-56508 Procedural safeguards, including due process rights  
 56520-56524 Behavioral interventions  
 56600-56606 Evaluation, audits and information  
 56836-56836.05 Administration of local plan

GOVERNMENT CODE

7579.5 Surrogate parent, appointment, qualifications, liability  
 95000-95029 California Early Intervention Services Act

WELFARE AND INSTITUTIONS CODE

361 Limitations on parental control  
 726 Limitations on parental control

CODE OF REGULATIONS, TITLE 5

3000-3089 Regulations governing special education

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.10-99.22 Inspection, review and procedures for amending education records  
 104.1-104.39 Section 504 of the Rehabilitation Act of 1973  
 300.1-300.818 Assistance to states for the education of children with disabilities, including:  
 300.500-300.520 Due process procedures for parents and children  
 303.1-303.654 Early intervention program for infants and toddlers with disabilities

*Management Resources:*WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>  
 U.S. Department of Education, Office of Special Education Programs:  
<http://www.ed.gov/about/offices/list/osers/osep>

**Philosophy-Goals-Objectives and Comprehensive Plans**

AR 0430(a)

**COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION**

**Definitions**

*Free appropriate public education (FAPE)* means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (34 CFR 300.17, 300.101, 300.104; Education Code 56040)

FAPE applies to students who are suspended or expelled or placed by the district in a nonpublic, nonsectarian school. (34 CFR 300.17, 300.101, 300.104)

*Least restrictive environment* means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (34 CFR 300.107, 300.114, 300.117; Education Code 56040.1)

*Special education* means specially designed instruction, provided at no cost to the parent/guardian, to meet the unique needs of individuals with disabilities including a full continuum of program options including instruction conducted in the classroom, in the home, in hospitals and institutions, and other settings, and instruction in physical education to meet the educational and service needs in the least restrictive environment. (Education Code 56300, 56031)

*Specially designed instruction* means adapting the content, methodology, or delivery of instruction to address the unique needs of the student that result from the student's disability and to ensure access of the student to the general curriculum, so that the student can meet the educational standards that apply to all students in the district. (34 CFR 300.39)

Note: Pursuant to Government Code 7579.5, when a student is a ward of the court, the district would appoint a surrogate parent only when the court has limited the right of the parent/guardian to make educational decisions for his/her child and the student has no responsible adult, such as a foster parent, to represent him/her. Since Welfare and Institutions Code 361 and 726 require the juvenile court to appoint a responsible adult when the court limits parental rights, rarely will it be necessary for the district to appoint a surrogate because that appointment would be superseded by the court's appointment of a responsible adult or foster parent. See BP/AR 6159.3 - Appointment of Surrogate Parent for Special Education.

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**COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)**

*Surrogate parent* means an individual assigned to act as a surrogate for the parent/guardian. The surrogate may represent an individual with disabilities in matters relating to identification, assessment, instructional planning and development, educational placement, reviewing and revising the IEP, and in other matters relating to the provision of FAPE to the individual with disability. (34 CFR 300.519; Education Code 56050)

*(cf. 6159.3 - Appointment of Surrogate Parent for Special Education)*

**Elements of the Local Plan**

Note: Education Code 56205 details the elements that must be included in the local plan developed by the special education local plan area (SELPA), including a requirement that the plan contain assurances of general compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the IDEA (20 USC 1400-1482), and the Americans with Disabilities Act (42 USC 12101-12213). The following section is optional.

The local plan developed by the special education local plan area (SELPA) shall include, but not be limited to, the following: (Education Code 56205, 56206)

1. Assurances that policies, procedures, and programs, consistent with state law, regulation, and policy, are in effect as specified in Education Code 56205(a)(1-22) and in conformity with 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201
2. An annual budget plan and annual service plan adopted at a public hearing held by the SELPA
3. A description of programs for early childhood special education from birth through five years of age
4. A description of the method by which members of the public, including parents/guardians of individuals with disabilities who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205
5. A description of a dispute resolution process
6. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205
7. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
8. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools and the method for ensuring that all requirements of each student's IEP are being met

AR 0430(c)

**COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)**

9. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, and annual service plan shall be written in language that is understandable to the general public. (Education Code 56205)

Note: Education Code 56195.8 **mandates** entities providing special education to adopt policies that include, among other things, information on the number of individuals with disabilities who are being provided special education and related services. Other mandated policies are located throughout CSBA's policy manual.

Each entity providing special education shall adopt policies for the programs and services it operates, consistent with agreements adopted pursuant to Education Code 56195.1 and 56195.7. (Education Code 56195.8)

- (cf. 3541.2 - Transportation for Students with Disabilities)*  
*(cf. 3542 - School Bus Drivers)*  
*(cf. 4112.23 - Special Education Staff)*  
*(cf. 5144.2 - Suspension and Expulsion (Students with Disabilities))*  
*(cf. 6159 - Individualized Education Program)*  
*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*  
*(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)*  
*(cf. 6159.3 - Appointment of Surrogate Parent for Special Education)*  
*(cf. 6159.4 - Behavioral Interventions Special Education Students)*  
*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*  
*(cf. 6164.41 - Children with Disabilities Enrolled by Their Parents in Private School)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*

Regulation  
approved:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California

## Philosophy-Goals-Objectives and Comprehensive Plans

BP 0440(a)

### DISTRICT TECHNOLOGY PLAN

Note: The following optional policy may be revised to reflect district practice.

The Board of Education recognizes that technological resources can enhance student achievement by increasing student access to information, developing their technological literacy skills, and providing instruction tailored to student needs. Effective use of technology can also increase the efficiency of the district's noninstructional operations and governance. The Board is committed to the development and maintenance of a districtwide infrastructure and to providing staff professional development that will allow the implementation of existing and new technologies.

- (cf. 4040 - Employee Use of Technology)*
- (cf. 4131 - Staff Development)*
- (cf. 4222 - Teacher Aides/Paraprofessionals)*
- (cf. 4231 - Staff Development)*
- (cf. 4331 - Staff Development)*
- (cf. 6163.4 - Student Use of Technology)*

Note: Education Code 51871.5 requires districts to develop a three- to five-year education technology plan as a condition of receiving any technology grant administered by the California Department of Education (CDE). As required by Education Code 51871.5, the CDE has developed criteria for reviewing technology plans which are described in Education Technology Planning: A Guide for School Districts. See the accompanying administrative regulation for information about the required components of the plan.

In addition, Education Code 52295.35, 5 CCR 11974, and 20 USC 6764 require development of a technology plan for districts receiving funding under the federal Enhancing Education Through Technology (EETT) grant program to enhance teaching and learning in grades 4-8. Pursuant to Education Code 52295.25, to be eligible for EETT, a district or consortium of districts must (1) have a high number or high percentage of children from low-income families and (2) either have one or more schools identified for program improvement or corrective action under the No Child Left Behind Act (see BP/AR 0520.2 - Title I Program Improvement Schools) or have a "substantial need" for assistance in acquiring and using technology as defined in 5 CCR 11973. According to the CDE, a plan that meets the CDE criteria for state technology grants would also satisfy the requirements of the EETT plan.

47 CFR 54.508 requires an approved technology plan as a prerequisite for the E-rate application for federal universal service discounts. The CDE has delegated its authority to approve E-rate technology plans to local county offices of education, which will approve, certify, and retain technology plans for the school districts in their jurisdiction. According to the CDE, a CDE-approved plan for EETT or a state technology grant program will satisfy the requirement for the E-rate plan with the completion of a supplemental budget analysis form.

A CDE-approved technology plan which meets the EETT criteria is also required for participation in the Education Technology K-12 Voucher Program which resulted from the settlement agreement between California consumers and the Microsoft Corporation in Microsoft Cases, J.C.C.P. No. 4106, Superior Court of California, County of San Francisco, Department 305. The vouchers are offered to K-12 schools at which at least 40 percent of the students are eligible to receive free or reduced-price meals.

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**DISTRICT TECHNOLOGY PLAN (continued)**

The Superintendent or designee shall develop a three- to five-year technology plan which:

1. Focuses on the use of technology to improve student achievement and is aligned with the district's vision and goals for student learning

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 6000 - Concepts and Roles)*

2. Contains clear goals for the use of technology based on an assessment of district needs
3. Addresses all components required for state or federal technology grant programs, administered by the California Department of Education, in which the district participates (Education Code 51871.5, 52295.35; 5 CCR 11974; 20 USC 6764; 47 CFR 54.508)

Note: Among the technological tools available to facilitate governance and management are CSBA's Agenda Online, a service that allows development and access to Board meeting agendas and materials from any computer with Internet access and GAMUT™ Online (Governance and Management Using Technology), a service that provides Internet access to CSBA's sample Board policies as well as the district's local policies.

4. Addresses the use of technology to improve district governance, district and school site administration, support services, and communications

*(cf. 0400 - Comprehensive Plans)*

*(cf. 1113 - District and School Web Sites)*

*(cf. 3580 - District Records)*

*Legal Reference: (see next page)*

**DISTRICT TECHNOLOGY PLAN (continued)***Legal Reference:*EDUCATION CODE*10550-10555 Telecommunications standards**11800 K-12 High Speed Network grant program**51006 Computer education and resources**51007 Programs to strengthen technological skills**51865 California distance learning policy**51870-51874 Educational technology**52270-52272 Education technology and professional development grants**52295.10-52295.55 Implementation of federal Enhancing Education Through Technology (EETT) grant program**60010 Instructional materials, definition**66940-66941 Distance learning*PENAL CODE*502 Computer crimes, remedies*CODE OF REGULATIONS, TITLE 5*11971-11979.5 Enhancing Education Through Technology grants*UNITED STATES CODE, TITLE 20*6751-6777 Enhancing Education Through Technology Act, No Child Left Behind Act, Title II, Part D*UNITED STATES CODE, TITLE 47*254 Universal service discounts (E-rate)*CODE OF FEDERAL REGULATIONS, TITLE 47*54.500-54.523 Universal service support for schools, especially:**54.508 Technology plan**Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*Education Technology Planning: A Guide for School Districts, 2001*WEB SITES*CSBA: <http://www.csba.org>**California Department of Education, Education Technology Office: <http://www.cde.ca.gov/ls/et>**California Learning Resource Network: <http://www.clrn.org>**California Technology Assistance Project: <http://www.ctap.k12.ca.us>**International Society for Technology in Education: <http://www.iste.org>**Technical Support for Education Technology in Schools: <http://www.techsets.org>*



## Philosophy-Goals-Objectives and Comprehensive Plans

BP 0450(a)

### COMPREHENSIVE SAFETY PLAN

The Board of Education recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

*(cf. 0510 - School Accountability Report Card)*

*(cf. 5131 - Conduct)*

*(cf. 5137 - Positive School Climate)*

Note: Education Code 32286 requires each school to adopt a comprehensive school safety plan. Pursuant to Education Code 32281, districts with an ADA of 2,500 or less may instead develop a districtwide safety plan that is applicable to each school site. Option 1 is for use by districts with more than 2,500 ADA. Option 2 is for use by districts with 2,500 ADA or less; however, such districts may choose to develop both districtwide and school site safety plans, and therefore should select both Options 1 and 2 below.

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. (Education Code 32281)

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 1220 - Citizen Advisory Committees)*

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

Each school shall review and update its safety plan by March 1 of each year. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32286)

Each school shall forward the safety plan to the Board for approval. (Education Code 32288)

Note: The remainder of this policy applies to all districts.

The Board shall review the comprehensive districtwide and/or school safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation.

Note: The following paragraph is **optional**. Education Code 35294.20-35295.25, which had required the Board to discuss "three essential components" (i.e., assurance of a safe physical and respectful environment and assurance that the school will provide resiliency skills) when approving the plan and to not approve the plan as a consent item, was repealed on January 1, 2008.

The Board shall approve the plan at a regularly scheduled meeting.

*(cf. 9322 - Agenda/Meeting Materials)*

BP 0450(b)

**COMPREHENSIVE SAFETY PLAN (continued)**

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

*(cf. 1340 - Access to District Records)*

Note: Education Code 32288 requires that districts notify the California Department of Education if a school has not complied with the safety plan requirements, as specified below. In the event that the Superintendent of Public Instruction determines that there has been a willful failure by a district to make any report required by Education Code 32280-32289, Education Code 32287 provides that the district may be fined \$2,000.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Note: Districts applying for funding under the Safe and Drug Free Schools and Communities Program pursuant to 20 USC 7114, must assure that the district has a safety plan in place that contains specified components similar to the plan required by Education Code 32280-32288. Pursuant to Education Code 32289, a complaint of noncompliance with the planning requirements of 20 USC 7114 may be filed under the uniform complaint procedures described in BP/AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of sex discrimination  
 32260-32262 Interagency School Safety Demonstration Act of 1985  
 32270 School safety cadre  
 32280-32289 School safety plans  
 32290 Safety devices  
 35147 School site councils and advisory committees  
 35183 School dress code; uniforms  
 35291 Rules  
 35291.5 School-adopted discipline rules  
 35294.10-35294.15 School Safety and Violence Prevention Act  
 41510-41514 School Safety Consolidated Competitive Grant Program  
 48900-48927 Suspension and expulsion  
 48950 Speech and other communication  
 49079 Notification to teacher; student who has committed acts constituting grounds for suspension or expulsion  
 67381 Violent crime

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

*Legal Reference continued: (see next page)*

**COMPREHENSIVE SAFETY PLAN (continued)***Legal Reference: (continued)*CODE OF REGULATIONS, TITLE 5*11992-11993 Definition, persistently dangerous schools**11987-11987.7 School Community Violence Prevention Program requirements*UNITED STATES CODE, TITLE 20*7101-7165 Safe and Drug Free Schools and Communities, especially:**7114 Application for local educational agencies**7912 Transfers from persistently dangerous schools*UNITED STATES CODE, TITLE 42*12101-12213 Americans with Disabilities Act**Management Resources:*CSBA PUBLICATIONS*911! A Manual for Schools and the Media During a Campus Crisis, 2001**Protecting Our Schools: Board of Education Strategies to Combat School Violence, 1999*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*Safe Schools: A Planning Guide for Action, 2002*U.S. DEPARTMENT OF EDUCATION PUBLICATIONS*Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007**Early Warning, Timely Response: A Guide to Safe Schools, August 1998*WEB SITES*CSBA: <http://www.csba.org>**California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>**California Office of Emergency Services: <http://www.oes.ca.gov>**California Seismic Safety Commission: <http://www.seismic.ca.gov>**Center for Effective Collaboration and Practice: <http://cecp.air.org>**Federal Bureau of Investigation: <http://www.fbi.gov>**National Alliance for Safe Schools: <http://www.safeschools.org>**National School Safety Center: <http://www.schoolsafety.us>**U.S. Department of Education, Office of Safe and Drug Free Schools:**<http://www.ed.gov/about/offices/list/osdfs/index.html>*

**Philosophy-Goals-Objectives and Comprehensive Plans**

AR 0450(a)

**COMPREHENSIVE SAFETY PLAN****Content of the Safety Plan**

Note: Education Code 32282 requires that the following components be included in the districtwide and/or school site safety plan. The district may expand this list to require other components at its discretion.

The districtwide and/or school site safety plan shall include an assessment of the current status of school crime committed on campus(es) and at school-related functions. (Education Code 32282)

The plan also shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety. The plan shall include the development of all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. Routine and emergency disaster procedures including, but not limited to:

- a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 6159 - Individualized Education Program)*

Note: Education Code 32282 requires districts to incorporate earthquake emergency procedures and disaster policies into the comprehensive school safety plan, as specified in items #b and #c below. See BP/AR 3516 - Emergencies and Disaster Preparedness Plan and AR 3516.3 - Earthquake Emergency Procedure System for further details about required components of these procedures.

- b. An earthquake emergency procedure system in accordance with Education Code 32282

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

*(cf. 3516.3 - Earthquake Emergency Procedure System)*

- c. A procedure to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

*(cf. 1330 - Use of School Facilities)*

*(cf. 3516.1 - Fire Drills and Fires)*

*(cf. 3516.2 - Bomb Threats)*

*(cf. 3516.5 - Emergency Schedules)*

*(cf. 3543 - Transportation Safety and Emergencies)*

AR 0450(b)

**COMPREHENSIVE SAFETY PLAN (continued)**

3. Policies pursuant to Education Code 48915(c) and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations

*(cf. 5131.7 - Weapons and Dangerous Instruments)*

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

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

*(cf. 4158/4258/4358 - Employee Security)*

5. A discrimination and harassment policy consistent with the prohibition against discrimination pursuant to Education Code 200-262.4

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"

*(cf. 5132 - Dress and Grooming)*

7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school

*(cf. 5142 - Safety)*

8. A safe and orderly school environment conducive to learning

*(cf. 5137 - Positive School Climate)*

9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

*(cf. 5144 - Discipline)*

<p>Note: Although Education Code 32282 requires that the safety plan include hate crime reporting procedures pursuant to Penal Code 628-628.6, those sections of the Penal Code were repealed in 2005.</p>
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10. Hate crime reporting procedures

AR 0450(c)

**COMPREHENSIVE SAFETY PLAN (continued)***(cf. 5145.9 - Hate-Motivated Behavior)*

Note: The following components are **optional** and should be revised to reflect district practice.

Among the strategies for providing a safe environment, the school safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

*(cf. 5138 - Conflict Resolution/Peer Mediation)*  
*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

*(cf. 5113 - Absences and Excuses)*  
*(cf. 5113.1 - Truancy)*  
*(cf. 5131 - Conduct)*  
*(cf. 5136 - Gangs)*

3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, media analysis skills, conflict resolution, and community service learning

*(cf. 6141.6 - Multicultural Education)*  
*(cf. 6142.3 - Civic Education)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*

4. Parent involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*

5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.61 - Drug Testing)*  
*(cf. 5131.62 - Tobacco)*  
*(cf. 5131.63 - Steroids)*

AR 0450(d)

**COMPREHENSIVE SAFETY PLAN (continued)**

6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

*(cf. 1020 - Youth Services)*

Note: Education Code 32281 provides that the district's safety plan may include the following optional procedures.
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7. Procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of the school

*(cf. 3514.1 - Hazardous Substances)*

*(cf. 3514.2 - Integrated Pest Management)*

Note: Education Code 32281 authorizes the principal, upon receiving verification from law enforcement, to notify parents/guardians and employees in writing that a violent crime has occurred on the school site. A "violent crime" is any act for which a student could be expelled or crimes listed in Education Code 67381, including homicide, rape, robbery, and aggravated assault, as defined in the Federal Bureau of Investigation's <u>Uniform Crime Reporting Handbook</u> . Education Code 32281 encourages that the notice be sent no later than the second work day after receiving verification from law enforcement.
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20 USC 7912 requires that all students attending a "persistently dangerous" school be provided notice of the designation and an option to transfer to a different school within the district. See BP/AR 5116.1 - Intradistrict Open Enrollment.
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8. Procedures for receiving verification from law enforcement that a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

*(cf. 5116.1 - Intradistrict Open Enrollment)*

9. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for the closing of campuses to outsiders, surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

*(cf. 1250 - Visitors/Outsiders)*

*(cf. 3515 - Campus Security)*

*(cf. 3515.3 - District Police/Security Department)*

*(cf. 3530 - Risk Management/Insurance)*

*(cf. 5112.5 - Open/Closed Campus)*

*(cf. 5131.5 - Vandalism, Theft and Graffiti)*

10. Crisis prevention and intervention strategies, which may include the following:

AR 0450(e)

**COMPREHENSIVE SAFETY PLAN** (continued)

- a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

*(cf. 3515.2 - Disruptions)**(cf. 3515.5 - Sex Offender Notification)**(cf. 5131.4 - Student Disturbances)*

- b. Assignment of staff members responsible for each identified task and procedure
- c. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan
- d. Coordination of communication to schools, Board of Education members, parents/guardians, and the media

*(cf. 1112 - Media Relations)**(cf. 9010 - Public Statements)*

- e. Development of a method for the reporting of violent incidents
  - f. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling
11. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

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

Regulation  
approved:

**ALBANY UNIFIED SCHOOL DISTRICT**  
Albany, California



**Philosophy-Goals-Objectives and Comprehensive Plans**

BP 0510(a)

**SCHOOL ACCOUNTABILITY REPORT CARD**

Note: Education Code 35256 requires the Board of Education to annually issue a school accountability report card (SARC) for each school site, reporting all conditions listed in Education Code 33126 and 41409.3. The goal of the SARC is to provide data by which parents/guardians can make meaningful comparisons between schools, thus enabling them to make informed decisions regarding which school they wish their children to attend.

AB 1061 (Ch. 530, Statutes of 2007) amended Education Code 33126 to delete specified items from the list of conditions that are required to be reported, including, but not limited to, the quality of school instruction and leadership, classroom discipline and climate for learning, the availability of qualified substitute teachers, the degree to which students are prepared to enter the workforce, and whether the school qualifies for the Governor's Performance Award Program.

In addition, pursuant to 20 USC 6311, any district that receives Title I, Part A funding (see BP/AR 6171 - Title I Programs) must prepare and disseminate an annual report card which includes specified information regarding student achievement on statewide academic assessments, indicators of adequate yearly progress, whether the district or district schools have been identified for program improvement, graduation rates, and teacher qualifications. Rather than issuing a district-level report card, districts are allowed by 20 USC 6311 to incorporate the information into the SARC.

The Board of Education recognizes its responsibility to inform parents/guardians and the community about the conditions, needs, and progress at each district school and to provide data by which parents/guardians can make meaningful comparisons between schools. The process of gathering and analyzing data also provides opportunities for school and district staff to review achievements and identify areas for improvement.

The Board shall annually issue a school accountability report card (SARC) for each school site. (Education Code 35256)

The Board shall annually approve the SARCs for all district schools and shall evaluate the data contained in the SARCs as part of the Board's regular review of the effectiveness of the district's programs, personnel, and fiscal operations.

*(cf. 0500 - Accountability)*  
*(cf. 6190 - Evaluation of the Instructional Program)*  
*(cf. 9000 - Role of the Board)*

The Superintendent or designee shall develop strategies for communicating the information contained in the SARCs to all stakeholders, including opportunities for staff and the community to discuss their content.

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1100 - Communication with the Public)*  
*(cf. 1112 - Media Relations)*

**SCHOOL ACCOUNTABILITY REPORT CARD (continued)****Notification and Dissemination of SARC**

Note: Education Code 35256 requires districts to notify parents/guardians about the availability of the SARC and to provide a paper copy of the SARC upon request. Education Code 35258 requires any district that is connected to the Internet to make the information contained in the SARC available via the Internet; some county offices of education make SARCs available on their web sites for district schools within the county. AB 1061 (Ch. 530, Statutes of 2007) amended Education Code 35256 and 35258 to require that, commencing in the 2008-09 school year, districts must make the SARC available, in both hard copy and on the Internet as applicable, by February 1 of each year. Districts are not required to submit their SARCs to the CDE, but are required by Education Code 33126.1 to ensure that the CDE has the district's current SARC web site address for linkage from the CDE's web site. Districts that are not connected to the Internet may modify the following paragraph accordingly.

20 USC 6311 requires districts receiving Title I, Part A funds to disseminate the Title I report card information to all district schools and to all parents/guardians of students attending those schools and to make the information widely available through public means, such as posting on the Internet, distribution to the media, and distribution through public agencies. In its nonregulatory guidance Report Cards, dated September 12, 2003, the U.S. Department of Education states that because not all parents/guardians have access to the Internet, the Internet alone is not a sufficient means of disseminating report cards. The CDE has interpreted this recommendation, in conjunction with state law, to require that all parents/guardians be notified of the availability of the full report and provided information as to how they can access the full report on the Internet or request a paper copy. The CDE also encourages districts to provide an abbreviated copy of the SARC as part of this notice.

The Superintendent or designee shall annually publicize the issuance of the SARCs and notify parents/guardians that a paper copy will be provided upon request. On or before February 1 of each year, the Superintendent or designee shall make the SARCs available in paper copy and on the Internet. (Education Code 35256)

*(cf. 5145.6 - Parental Notifications)*

*Legal Reference: (see next page)*

**SCHOOL ACCOUNTABILITY REPORT CARD (continued)***Legal Reference:*EDUCATION CODE

- 1240 County superintendent, general duties*
  - 17002 Definition, including good repair*
  - 17014 Plan for building maintenance*
  - 17032.5 Portable classroom maintenance*
  - 17070.15 School Facilities Act; definitions*
  - 17089 Portable classroom maintenance*
  - 33126 School Accountability Report Card*
  - 33126.1 School Accountability Report Card model template*
  - 33126.15 School Accountability Report Card template*
  - 33126.2 Secretary of Education school accountability report card study*
  - 35256 School Accountability Report Card*
  - 35256.1 Information required in the School Accountability Report Card*
  - 35258 Internet access to the School Accountability Report Card*
  - 41409 Calculation of statewide averages*
  - 41409.3 Salary information required in the School Accountability Report Card*
  - 46112 Minimum school day for grades 1 through 3*
  - 46113 Minimum school day for grades 4 through 8*
  - 46117 Minimum kindergarten school day*
  - 46141 Minimum school day (high school)*
  - 51225.3 Requirements for graduation*
  - 52052 Academic performance index*
  - 52053 Immediate intervention/underperforming schools program*
  - 52056 Meeting growth targets*
  - 60119 Textbook sufficiency*
  - 60600-60618 General provisions*
  - 60640-60648 Standardized testing and reporting program*
  - 60800 Physical fitness testing*
  - 60850 High school exit examination*
  - 60851 High school exit examination*
- CALIFORNIA CONSTITUTION  
*Article 16, Section 8.5(e) Allocations to State School Fund*
- UNITED STATES CODE, TITLE 20  
*6311 State plans, including local educational agency report cards*

*Management Resources:*U.S. DEPARTMENT OF EDUCATION GUIDANCE*Report Cards, September 12, 2003*WEB SITES*CSBA, SARC Select: <http://www.csba.org/Services/Services/DistrictServices/SARC.aspx>**California Department of Education, School Accountability Report Card:**<http://www.cde.ca.gov/ta/ac/sa>**U.S. Department of Education, No Child Left Behind Act: <http://www.nclb.gov>*

Policy  
 adopted:

**ALBANY UNIFIED SCHOOL DISTRICT**  
 Albany, California

