Berkeley Unified School District
Office of the Superintendent

Board of Education Meeting

September 14, 2011

Berkeley Unified School District
Office of the Superintendent
2134 Martin Luther King Jr. Way
Berkeley, CA 94704-1180
Phone: (510) 644-6206 Fax: (510) 540-5358

BOARD OF EDUCATION – MEETING AGENDA*

Wednesday, September 14, 2011

Call to Order — The Presiding Officer will call the Meeting to Order at 6:00 p.m., recess to Closed Session, and begin regular Board Meeting agenda by 7:30 p.m.

Roll Call
Members Present:

Beatriz Leyva-Cutler, President
John T. Selawsky, Vice President/Clerk
Karen Hemphill, Director
Leah Wilson, Director
Josh Daniels, Director
Maddy Roberts, Student Director

Administration:

Superintendent William Huyett, Secretary
Javetta Cleveland, Deputy Superintendent
Neil Smith, Assistant Superintendent of Educational Services
Delia Ruiz, Assistant Superintendent of Human Resources

The Board will recess into closed session under the authority of the Brown Act (including but not limited to Government Code section 54954.5, 54956.8, 54956.9, 54957, 54957.6, as well as Education Code section 35146). Under Government Code section 54954.3, members of the public may address the board on an item on the closed session agenda, before closed session.

a)Conference with Legal Counsel – Existing Litigation/Anticipated
b)Consideration of Student Expulsions
c) Collective Bargaining
d)Public Employee Discipline/Dismissal/Release/Evaluation/ Appointment/Reassignment
e)Liability Claims
f)Property Acquisition & Disposal

* Board agenda posted on District website: www.berkeley.k12.ca.us
** The Student Director does not attend Closed Session

The Berkeley Unified School District intends to provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. If a special accommodation is desired, please call the Superintendent's Office 48 hours prior to the meeting at 510-644-6206

REGULAR MEETING AGENDA

CALL TO ORDER

Report Closed Session actions

Approve Regular Meeting Agenda of September 14, 2011

RECOGNITION
Middle School P.E. Teachers and Jamie Hintzke of CPR7

PUBLIC TESTIMONY
Persons wishing to address the Board should fill out a card located on the table by the door and submit the completed card to the Board Recorder. Speakers will be selected by lottery. The Public Testimony is limited to 30 minutes – 3 minutes per speaker. Speakers with the same concerns are encouraged to select a spokesperson to address the Board.

Union Representatives' Reports
Board Members' Reports
Superintendent's Report

CONSENT CALENDAR
CONSENT ITEMS
These items are considered routine and may be enacted by a single motion. Any items needing discussion may be moved to the appropriate section of the agenda upon the request of any member of the Board.

Educational Services

3.1-C Approval of Child Development Contract with CDE for 2011-12	Staff Recommendation: Approve Child Development Contract with CDE for 2011-12	**11**
3.2-C Approval of *Geometry* Textbook for Adoption	Staff Recommendation: Approve new *Geometry* textbook for adoption	**27**
3.3-C Approval of Overnight Field Trips	Staff Recommendation: Approve the overnight field trips consistent with District policies and instructional programs	**28**

Business Services

4.1-C Approval of Contracts and Purchase Orders	Staff Recommendation: Authorize the Purchasing Manager and/or Deputy Superintendent to execute contracts and purchase orders	**30**
4.2-C Acceptance of Gifts and Donations	Staff Recommendation: Accept the donations and gifts to the District and request staff to extend letter of appreciation	**32**
4.3-C Authorization of Contracts with Bay Area Children First (BACF)	Staff Recommendation: Approve two contracts with Bay Area Children First (BACF)	**34**
4.4-C Authorization to Designate Adult Education Revenue as Special Fund Revenue	Staff Recommendation: Approve designation of Adult Education Revenue as Special Fund Revenue	**36**

Facilities

5.1-C Approval to Increase the Contract with HMC Architects to Provide Design Services for the West Campus Charter School Project	Staff Recommendation: Approve an increased contract with HMC Architects for design services related to the West Campus Charter School project	**38**
5.2-C Approval of a Project to be Paid from the Bolton Estate Funds	Staff Recommendation: Approve a project to be paid from the Bolton Estate funds	**39**
5.3-C Approval to Increase the Contract with Kleinfelder, Inc. for Additional Testing and Inspection on the West Campus Project	Staff Recommendation: Approve an increased contract with Kleinfelder, Inc. for additional testing and inspection on the West Campus project	**41**
5.4-C Approval to Enter into a Purchase and Sale Agreement with the German International School of Silicon Valley, Inc. for the Hillside School	Staff Recommendation: Approve entering into a purchase and sale agreement with the German International School of Silicon Valley, Inc. for the Hillside School (under separate cover)	**42**

5.5-C BB Financial Update Report	Staff Recommendation: Approve BB financial report that updates BB expenditures for FY 2011	**46**

ACTION ITEMS

These items are presented for action at this time. They may have been reviewed at a previous meeting

Human Resources

2.1-A Resolution to Eliminate Certain Classified Position	Staff Recommendation: Approve Resolution to eliminate certain classified position	**49**

Educational Services:

3.1-A Adoption of SELPA Plan	Staff Recommendation: Approve adoption of North Region SELPA Local Plan	**51**

Business Services

4.1-A 2010-11 Unaudited Actuals	Staff Recommendation: Approve the 2010-11 Unaudited Actuals (separate cover)	**70**
4.2-A Refunding of General Obligation Bonds – Resolution 12-04	Staff Recommendation: Approve the District's Authorizing Resolution No. 12-04 and forms of documents brought forward allowing the administration to proceed with the refunding of the outstanding bond issues listed	**71**
4.3-A Gann Limit - Resolution No. 12-05	Staff Recommendation: Approve Resolution No. 12-05	**131**

INFORMATION ITEMS

These items are intended to keep the Board informed on various District business matters, which do not require action, by the Board.

Human Resources

2.1-I Employee Evaluation Report	Staff Recommendation: Accept Employee Evaluation Report as information	**133**

Educational Services

8:30 p.m. 3.1-I Public Hearing on Proposed Charter School	Staff Recommendation: Public Hearing on Proposed Charter School	**135**
3.2-I Report on High School Graduation Rate	Staff Recommendation: Accept report on high school graduation rate for information	**137**
3.3-I Williams Case Settlement Quarterly Report	Staff Recommendation: Accept Williams case settlement quarterly report for information	**141**
3.4-I Revised Board Policy on Uniform Complaints as first reading	Staff Recommendation: Receive Revised Board Policy on Uniform Complaints as first reading	**143**
3.5-I Revised Administrative Regulations on Uniform Complaints and Williams Complaints	Staff Recommendation: Receive revised Administrative Regulations on Uniform Complaints and Williams Complaints for information	**148**
3.6-I Student Enrollment Report	Staff Recommendation: Receive the student enrollment report for information	**157**

ADDITIONAL ACTION ITEM
Approve Board of Education Minutes: August 31, 2011

EXTENDED PUBLIC TESTIMONY

ADJOURNMENT

Board of Education Meetings are broadcast live on KPFB/FM 89.3
Berkeley Government Access Channel 33

Guidelines for Speakers
You are invited to participate in Meetings of the Board of Education and make your views known at these meetings.

WHEN YOU WANT TO TALK ABOUT AN AGENDA ITEM OR A NON-AGENDA ITEM:
Please fill in a **REQUEST TO ADDRESS THE BOARD OF EDUCATION CARD**) and give it to the Board Secretary. Speakers will be selected by lottery. Your card must be submitted before the Presiding Officer calls for **PUBLIC TESTIMONY.** You will be called to

speak by the Presiding Officer. A Speaker has three minutes in which to make his/her remarks.

Any subject related to the District or its educational programs is welcome at the Board of Education Meetings. **However, we respectfully ask that matters pertaining to individual employees of the Berkeley Unified School District be discussed in private. There is an established procedure for making such complaints.** You may obtain information about this procedure from a school or from the Superintendent's Office.

BOARD OF EDUCATION MEETING DATES FOR 2011

September 21
October 12
October 26
November 9
November 16*
December 14

Berkeley Unified School District Mission:

The Mission of the Berkeley Unified School District is to enable and inspire our diverse student body to achieve academic excellence and make positive contributions to our world.

Berkeley Unified School District Vision:

Our Students are curious and creative learners who succeed through personal initiative and sustained effort to reach high academic goals. They are critical thinkers who seek knowledge and possess technological competence and collaborative skills. Our students embrace diversity, act responsibly, and contribute to our community.

Our Educators believe that all students can meet or exceed rigorous academic standards. Teachers, staff, and administrators together form a rich professional learning community where all are supported to hone our professional craft and improve our effectiveness. Through the examination of our instructional practices and data, we adjust our teaching and operational systems in order to continuously improve. We are responsible in the stewardship of our fiscal resources and fair and equitable in their distribution.

Our Families and Community are integral to the success of our students and schools. Families are active, engaged partners in their child's education who give valued input and participate in making important decisions about our academic and enrichment programs. Our diverse community is passionate about equitable educational outcomes for all students. Our civic and community organizations partner with us to promote family engagement and the well-being and success of our students.

Our Schools are vital centers of community life enriched by the diversity of our city and welcoming to all families. Each classroom offers engaging and culturally relevant curriculum that builds on students' interests and abilities. Student needs, as identified by regular assessment, inform our teaching and guide appropriate and effective intervention services. We offer an enriched learning environment and a comprehensive system of supports to address the needs of the whole child.

Values and Beliefs of Berkeley Unified School District:

- Students are our priority.
- We take pride in our diversity.
- We hold high expectations for ourselves and our students.
- We treat each other with respect and act with integrity.

District Goals 2010 – 2013

I. Curriculum & Instruction: Increase the academic achievement of all students through effective instruction, a challenging and engaging curriculum, and aligned assessments.

A.Pre-K: Prepare pre-school children for success in elementary school by providing age-appropriate curriculum and instruction that nurture and develop children's academic, social, emotional and physical well-being.

B.ELA and Math Instruction: Prepare all students for continued success in English Language Arts and Mathematics by providing high quality instruction geared to student needs including appropriate modifications and accommodations.

C.English Language Development: Provide direct instruction in English Language Development to ensure that every English Learner gains at least one English language proficiency level each year.

D.Evaluation and Assessment: Use data from multiple measures to monitor student progress, guide instruction and evaluate the effectiveness of our programs, and share this information with the staff, the Board and the community.

II. Strategies to Promote Student Success: Implement strategies to engage students in their learning and interventions to eliminate barriers to student success.

A.Student Engagement: Address the needs of the whole child by engaging students in the visual and performing arts, physical education and athletics, career and technical education, and gardening and cooking programs.

B.ULSS / RTI^2: Implement a continuum of academic, behavioral, and/or other intervention strategies through the Universal Learning Support System (ULSS), as ULSS is the district's model of Response to Intervention and Instruction (RtI^2).

C.Positive Behavior Support: Develop and utilize a positive behavior system as well as prevention and intervention programs for specific behaviors that impede student success, such as alcohol and drug use and abuse, truancy, expressions of extreme anger, and repeated suspendable offenses.

D.Disproportionality: Reduce the disproportionate racial representation of students suspended or expelled and students identified for Special Education services.

E.Educational Options for Secondary School Students: Develop engaging and innovative educational options for secondary students, including career technical education.

F.Extended Learning Opportunities: Provide students with academic enrichment and supervised activities that complement the classroom curriculum beyond the traditional school day.

G.Transitions: Improve transitions for students as they move from pre-school to kindergarten, from elementary to middle school, from middle to high school, and from high school to post-secondary as well as the transitions from Special Education and English Learner status to the mainstream.

III. Family/Community Engagement: Establish partnerships with our families and community to increase academic success for all students.

A.Family Engagement Framework: Develop greater family involvement in the schools and the community by adopting a framework that offers multiple ways for parents to partner with educators to ensure their children's success in school.

B.Family Leadership & Advocacy Training: Strengthen parents' capacity to be effective leaders in their schools and the community and advocates for their children by providing parent trainings and forums in formats that honor the cultures and languages of our community.

C.Family Advisory Council: Support the City and the Berkeley Alliance in establishing a representative Family Advisory Council to ensure parent input in the development and evaluation of the 2020 Vision projects.

D.Communication: Engage and inform our staff, families, and key partners by developing and implementing a comprehensive communications plan.

IV. Cultural & Linguistic Relevance: Ensure that all systems are culturally and linguistically responsive to the needs of our students and their families.

A.Culture and Climate of District and Schools: Ensure that all schools and departments welcome and support all our students and their families by prioritizing a focus on equity at each site, ensuring customer friendly service, and providing language access, all supported by district policy.

B.Recruit and Retain Teachers and Administrators of Color: Develop and invest in prospective and current teachers and administrators of color by identifying career pathways and establishing networking, mentoring and other support systems.

C.Professional Development: Create a culturally and linguistically responsive climate throughout the district through focused professional development.

V. Resources: Generate and equitably allocate resources for programs and services that enable every student to succeed.

A.Efficient Use of Resources: Improve and streamline District wide systems, services and operations through the use of enhanced tools and technology that will provide additional time and resources to meet current and future student needs.

B.Parcel Tax and Bond Revenues: Provide the best possible education for all students by effectively utilizing local parcel tax and bond revenues.
C.Partnerships: Maximize public and private resources to support greater student success by strengthening partnerships with the City, the Berkeley Alliance, the Berkeley Public Education Foundation, U.C. Berkeley, and other stakeholders.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: September 14, 2011
SUBJECT: Resolution to Authorize the Contracts with California Department of Education for the Child Development Programs for 2011-2012

BACKGROUND INFORMATION
Each year the District enters into a contract with the California State Department of Education (CDE) for funding for the Child Development Services for California State Preschool Program (CSPP) and the General Child Care and Development Program (CCTR). These funds are used for the District's three pre-schools and the K-5 extended day BEARS program. Funding is based on actual student attendance with each full day of student attendance generating revenue of $41.37 per day. Partial day rates are pro-rated to the full day rate.

Based on the funding generated by the District in previous years and the proposed reductions to the overall Child Development contracts state-wide, the current allocation is $2,666,851 in potential revenue for the BUSD Pre-School Program and $1,699,421 for the General Child Care Program.

This contract reflects changes to both Child Development Programs based on the California State budget reductions approved by the legislature. The contract with the District has been reduced by a total of $903,068 compared to last year. The Child Development Program has been reduced by $324,639, and the General Child Care Program has been reduced by $578,429 based on the initial contract in the fall of 2010 compared to the contract for 2011-12. The proposed contract also reflects a permanent District initiated transfer from the General Child Care Program to the Child Development Program of $200,000 to help ensure stability for the Pre-K Program.

In order to enter into the contract, the Board is required to approve the attached resolution.

DISTRICT GOAL
I.A. Pre-K
II.F. Extended Learning Opportunities

POLICY/CODE
Child Development Division
California Ed. Code Title 5

FISCAL IMPACT
$2,666,851 in potential revenue for the Pre-School Child Development Program and $1,699,421 for the General Child Care Program

STAFF RECOMMENDATION
Approve the Resolutions to Authorize the Contracts with the California Department of Education for the Childhood Development Programs for 2010-2011.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: September 14, 2011
SUBJECT: Approve *McDougal Littell Geometry* for Adoption

BACKGROUND INFORMATION
Math teachers at Berkeley High School and all three middle schools are recommending the adoption of *Geometry* by Ray C. Jurgensen, Richard G. Brown and John W. Jurgensen and published by McDougal Littell in 2006. This text is an updated version of the Geometry text that has been used for Honors Geometry at Berkeley High School for many years.

Geometry provides comprehensive topic coverage and a balanced treatment of the different aspects of geometry: theory and application; informal and formal reasoning; symbolic and visual thinking; synthetic, coordinate, and transformational methods. This book has been designed to make geometry accessible to a wide range of students without sacrificing complete content and challenge for capable students.

Staff has reviewed this text and believes it is appropriate for the Honors Geometry course at both middle school and high school. The textbook was presented to the Board at the last meeting and has been on display in the Superintendent's Conference Room for the past two weeks. It is now being presented for official adoption.

DISTRICT GOAL
I. Curriculum and Instruction

POLICY/CODE
Board Policy 6161.1
Education Code Section 60002, 60040-60048

FISCAL IMPACT
Approximately $5,000 in Lottery Funds for Instructional Materials

STAFF RECOMMENDATION
Approve *McDougal Littell Geometry* for adoption.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: September 14, 2011
SUBJECT: Overnight Field Trips

BACKGROUND INFORMATION
The following overnight field trip requests are being made:

Yosemite Photography Retreat, Curry Village, Yosemite National Park, October 8 - 10, 2011.
Approve participation of twenty-five (25) Berkeley High School Photography students, one (1) teacher, and two (2) other adults on a three-day, two-night field trip to Yosemite National Park. Parents will transport their students to and from the Amtrak Station located in Emeryville. The group will depart via Amtrak at 7:40 a.m. on Saturday, October 8, and will return at 4:00 p.m. on Monday, October 10, 2011. The purpose of the trip is to allow students to visit a national treasure and experience photographing the landscape. The group will also tour the Ansel Adams Museum. The cost of $90 per student for transportation and housing is being paid by fundraising, parent donations, and a private donation. Students will pay for their own meals. No student will be denied access based on ability to pay. Requested by Jorge Melgoza, B.H.S. Vice Principal.

Wildcat View Campsite, Tilden Regional Park, October 26 - 27, 2011.
Approve participation of fifty-six (56) fifth grade students, three (3) teachers, and ten (10) other adults from Thousand Oaks Elementary on a two-day, one-night field trip to Tilden Regional Park. The group will depart Thousand Oaks Elementary at 9:30 a.m. on Thursday, October 20, and return at 1:30 p.m. on Friday, October 21, 2011. BUSD will provide transportation. Students will learn about Native American cultures and early explorers while working together in a community atmosphere. Students will sleep in gender specific areas outside, and be supervised by the teachers and accompanying adults. All costs for this trip are being paid by PTA and parent donations. No student will be denied access based on ability to pay. Requested by Julianna Sikes, Thousand Oaks Principal.

Cazadero Performing Arts Music Camp, Cazadero, CA, October 21 – 23, 2011.
Approve participation of one-hundred (100) middle school students, ten (10) teachers, and twelve (12) other adults from the Berkeley Unified School District on a three-day, two-night field trip to Cazadero Performing Arts Music Camp. The group will depart from Longfellow Middle School on Friday, October 21 at 8:15 a.m., and return Sunday afternoon on October

23, 2011. BUSD will provide transportation to the event. Parents will provide transportation home from the event. Students will learn new music to be played at a Sunday concert and will work with high school students who mentor and encourage the middle school students to continue their instruments. The weekend includes outdoor activities and poetry writing. Students sleep in gender specific tent cabins on the grounds. Parent donations and scholarships provide all funding. No student will be denied access based on ability to pay. Requested by Suzanne McCulloch, Program Supervisor, Visual and Performing Arts.

DISTRICT GOAL
II. F. – Extended Learning Opportunities: Provide students with academic enrichment and supervised activities that complement the classroom curriculum beyond the traditional school day.

POLICY/CODE
Education Code 35330
Board Policy 6153

FISCAL IMPACT
As indicated above.

STAFF RECOMMENDATION
Approve the overnight field trips.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: September 14, 2011
SUBJECT: Approval of Contracts/Purchase Orders for Services Contracts

BACKGROUND INFORMATION
The District contracts with consultants or independent contractors who can provide valuable and necessary specialized services not normally required on a continuing basis. The following contract services are requested. Expenditures are within budget.

1. Mad Science to provide science classes for the Emerson Elementary After School program for the 2012SY. The cost will not exceed $15,360. To be paid from PTA Donation. Requested by Emily Nathan.

2. Play-Well TEKnologies to provide a program to teach principles and methods of engineering utilizing LEGO for the Emerson Elementary After School Program for the 2012SY. The cost will not exceed $13,056. To be paid from PTA Donations. Requested by Emily Nathan.

3. Nancy Johnson to provide case management and referral services for homeless families and students as required by the McKinney Vento Homeless Education Act. The cost will not exceed $17,400. To be paid from Title I. Requested by Christina Faulkner.

4. Insignia Software to provide annual licensing for District wide Library cataloging system for the 2012SY. The cost will not exceed $29,000. To be paid from BSEP Library Program Funds. Requested by Becca Todd.

5. Musson Theatrical to furnish and install dance mirror replacement panels at Berkeley High School. The cost will not exceed $10,927. To be paid from Measure BB. Requested by Steve Collins.

6. Rosa Parks Collaborative to provide Family Resource Center services at Rosa Parks for the 2011SY. The cost will not exceed $14,000. To be paid from BSEP Site Discretionary Fund. Requested by Paco Furlan.

7. Stiles Hall to provide mentoring and tutoring services for the 2012SY at Martin Luther King Jr. Middle School. The cost will not exceed $19,000. To be paid from IASA – Title 1 Basic Grants and BSEP Site Discretionary Fund. Requested by Janet Levenson.

8. Deitra Nealy-Shane to provide professional development services for Early Childhood Development department for the 2012SY.The cost will not exceed $12,000. To be paid from BSEP Fund 5 Site Enrichment Funds. Requested by Maria Carriedo.

DISTRICT GOAL
V. Resources: Generate and equitably allocate resources for programs and services that enable every student to succeed.

POLICY/CODE
Public Contract Code: 20111
Board Policy 3310

STAFF RECOMMENDATION
Approve the contracts with Consultants or Independent Contractors as submitted.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: September 14, 2011
SUBJECT: Acceptance of Gifts/Donations

BACKGROUND INFORMATION
The Board may accept and utilize on behalf of the District any bequests or gifts of money or property for a purpose deemed to be suited by the Board.

The following donations have been presented to the District:

1. Linda Dondera donated an overhead projector valued at $150 for the Technology Department.

2. Rosa Parks PTA donated to partially fund the following programs/positions: $20,500 for the Playworks program, $10,000 for the Rosa Parks Collaborative (Family Resource Center), $5,000 for the Mosaic Program, $2,500 for the Build tutors and $2,500 for the Stiles Hall tutor program for a total donation of $40,500 for Rosa Parks School.

3. Kaiser Permanente Community Giving Matching Gift Program donated $350 to be utilized as needed for Rosa Parks School.

4. Lifetouch donated $354.33 to be utilized as needed for Jefferson School.

5. Wells Fargo Foundation donated $1,000 to be utilized as needed for Jefferson School.

6. Emerson PTA donated $2,817.01 to purchase portable radios for staff for Emerson School.

7. ML King PTA donated $2,868.78 to reimburse the District for the purchase of chairs and tables for Martin Luther King School.

8. Academic Choice Advisory Council donated $20,000 to partially fund a teacher to provide case management, support services and parent outreach for students at Berkeley High School.

9. Berkeley Public Education Foundation donated $4,640 to partially fund a reading recovery/literacy coach to help train new kindergarten teachers for Oxford School.

GOAL
V. Resources: Generate and equitably allocate resources for programs and services that enable every student to succeed.

BOARD POLICY
BP 3290

FISCAL IMPACT
The District received a total of $ 72,680.12 in donations.

STAFF RECOMMENDATION
Accept the donations/gifts to the District and request staff to extend letter of appreciation.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent for Educational Services
DATE: September 14, 2011
SUBJECT: Authorization of Contracts with Bay Area Children First (BACF)

BACKGROUND INFORMATION
Staff is requesting Board approval for two contracts with Bay Area Children First (BACF) for a total of $76,500. Bay Area Children First, founded in 1994 by psychotherapist Susan Regan, is a non-profit organization whose mission is to promote the emotional well-being of children in the counties surrounding the San Francisco Bay. To realize this objective BACF does the following:

- Counsels children in homes, schools, and child care centers,
- Educates parents, foster parents, teachers, and social workers,
- Advocates at all levels of government on behalf of children, and
- Trains providers who work with children growing up in stressful conditions.

Berkeley Arts Magnet Elementary School has had a long-standing relationship with BACF, utilizing the agency to provide much-needed Mental Health Counseling services as an integral part of the school's ULSS RtI Team. BACF provides a "Student and Family Support Coordinator" to work half-time at the site throughout the school year. The Coordinator focuses on systemic intervention strategies, emphasizing that individual student needs be met in the classroom by school personnel, and by the family. The Coordinator facilitates identification of students who need mental health services and coordinates all mental health service providers (including school psychologist and MediCal providers). The Coordinator assists staff with parent outreach and facilitates intervention groups for students. The Coordinator works with teachers, staff, and families to create solutions that are based on the strengths of the student. In addition, the Coordinator provides professional development to staff in the area of Positive Behavior Support, as well as parent workshops and presentations.

The BUSD Pre-K Program, housed at Franklin Preschool, Hopkins Preschool, and the King Child Development Center, first contracted with BACF in 2010-11 to initiate and coordinate the Pre-K ULSS program. BACF works with the Pre-K teachers, staff, principal, and ULSS Team members (including Head Start and the City of Berkeley staff) to identify and provide support for each student's unique needs. In coordinating the ULSS program, the BACF Coordinator utilizes various behavioral and academic assessments and participates in weekly ULSS Team meetings and biannual "snapshot" meetings.

The Berkeley Arts Magnet and Pre-K Program School Governance Councils have determined that ULSS/Mental Health Counseling is a crucial need of the students at their sites and have voted to include these BACF programs in their annual Site Plans for the 2011-2012 school year.

DISTRICT GOALS
II. Strategies to Promote Student Success: Implement strategies to engage students in learning and interventions to eliminate barriers to student success.

POLICY/CODE
Berkeley Public Schools Educational Excellence Act of 2006 (Measure A) Section 2.B.

FISCAL IMPACT
$66,070 from BSEP Site Discretionary Funds, $4,430 from Title I, $5,000 from the Arts Magnet PTA, and $1,000 from a local donation to Arts Magnet School

STAFF RECOMMENDATION
Approve two contracts with Bay Area Children First (BACF) totaling $76,500:

- $49,500 for Mental Health Counseling at Berkeley Arts Magnet
- $27,000 for ULSS Coordination at the Pre-K Program.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: September 14, 2011
SUBJECT: Authorization to Designate Adult Education Revenue as Special Fund Revenue

BACKGROUND INFORMATION
The California Department of Education (CDE) established new fund balance classification required by the Governmental Accounting Standards Board Statement 54 (GASB 54) in January 2011. The Adult Education Fund (Fund 11) has been in place for many years and was originally established pursuant to statute to allow local education agencies to separately account for state funding restricted for Adult Education programs. Prior to categorical flexibility implemented by SBX3 4 in 2009, Fund 11 met the definition of Special revenue funds, as clarified by GASB 54 since it was substantially composed of restricted or committed revenue sources. However, the categorical flexibility provisions of SBX3 4 removed the program restrictions formerly associated with state Adult Education funding sources making funding sources available for any educational purposed for the five-year period 2008-09 through 2012-13 (which was extended through 2014-15 by SB 70 [Chapter 7, Statues of 2011]). Consequently, Fund 11 currently does not meet the definition of a special revenue fund because the primary source of funding formerly associated with it no longer restricts the purpose of those funds.

The CDE has advised local educations agencies that they can continue to use Fund 11 for Adult education only if a substantial portion of these funds' are restricted or committed revenue sources and, further, only if those restricted or committed revenue sources are expected to continue.

The table below reflects the District's Adult Education revenue for FY 2009-10, 2010-11 and 2011-12. Staff is requesting that the Board commit transfers for the purpose of Adult Education as it was originally intended. This committed revenue will be recorded as special revenue and transferred to Adult Education fund.

	FY 2009-10	FY 2010-11	FY 2011-12
State mandated Adult Education Revenue	3,803,309.00	4,023,341.00	3,803,309.00
Transfer to adult education	3,403,309.00	3,074,659.00	2,901,388.00
Amount retained in the General Fund	400,000.00	948,682.00	901,921.00

DISTRICT GOALS
V. Resources: Generate and equitably allocate resources for programs and services that enable every student to succeed.

POLICY/CODE
CDE GASB 54

FISCAL IMPACT
Transfers to Adult Education should be committed and recorded as special revenue funds.

STAFF RECOMMENDATION
Accept Staff recommendation to formally designate the transfer of Adult Education revenue as special revenue.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: September 14, 2011
SUBJECT: Approve an Increased Contract With HMC Architects to Provide Design Services for the West Campus Charter School Project

BACKGROUND INFORMATION
On June 22, 2011, the Board approved HMC Architects to design the West Campus Charter School project. On August 31, 2011, the Board approved an increased project and construction cost for this project. In the report to the Board, staff stated that a recommendation to increase the architect fee for this project would come to the Board at this meeting. Staff is recommending an increase of $55,000.

DISTRICT GOAL
V-B – Parcel Tax and Bond Revenues: Provide the best possible education for all students by effectively utilizing local parcel tax and bond revenues.

POLICY/CODE
Board Policy 3310.

FISCAL IMPACT
Cost to be paid from the Measure AA Bond Fund.

STAFF RECOMMENDATION
Approve HMC Architects for a revised contract of $505,000, an increase of $55,000 to design the West Campus Realm Charter School project.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: September 14, 2011
SUBJECT: Approve a Project to Be Paid From the Bolton Estate Funds

BACKGROUND INFORMATION
Mabel Bolton was a long time community member and business woman who lived and worked in the area around Thousand Oaks School. Ms. Bolton included BUSD in her will. At the time she signed her will, it was unclear whether the District had sufficient resources to fully build and equip Thousand Oaks School. The District did build and fully equip Thousand Oaks with Measure A Bonds of 1992, so the intent of her bequest has been met. When she died, her will was contested. Eventually, the District received over $400,000 from the estate. There is no legal restriction on how those funds are to be used. In 2007, Superintendent Michele Lawrence, stated her desire to have some funds go to the Thousand Oaks School for capital expenditures and that some funds go to the District. No dollar amounts were specified.

On February 13, 2008, the Board considered two proposals: the addition of solar panels to the school and the improvement of outdoor facilities. The Board conceptually approved the two ideas, but no refinement to these ideas was made until recently. With changes in leadership at both Thousand Oaks and the District, no further Board discussion has been held on this subject since that time. In the past 6 months, the Thousand Oaks PTA, under the leadership of Principal Sykes, has revisited the idea of these funds. They have focused their request on exterior improvements and have made a request to add several outside shade structures and some exterior tables for the yard. These ideas have been estimated at $65-$70,000. The PTA and Thousand Oaks community have stated that this is their final request for use of these funds.

Staff supports the use of these funds and also requests that in addition, a commemorative plaque be made and installed at the school. A location for the plaque has not been selected, but it would be best to either be placed outside or placed in the multi-purpose room.

If the Board approves the expenditure of these funds for this purpose, there would be over $320,000 available for Board projects. Staff recommends that the funds still be retained in a separate budget until the Board determines the best way to use these funds.

DISTRICT GOAL
V. Resources: Generate and equitably allocate resources for programs and services that enable every student to succeed

POLICY/CODE
Board Policy 3310.

FISCAL IMPACT
Cost not to exceed $70,000 to be paid from the Bolton Estate. Additional funds available for Board priorities.

STAFF RECOMMENDATION
Approve the request to add sun shades and game tables to Thousand Oaks School. Approve the purchase and installation of a commemorative plaque for Thousand Oaks School recognizing Ms. Bolton's contribution to our schools.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: September 14, 2011
SUBJECT: Approve an Increased Contract With Kleinfelder Inc. for Additional Testing and Inspection on the West Campus Project

BACKGROUND INFORMATION
On February 24, 2010, the Board approved Kleinfelder Inc. to provide testing and inspection services for the West Campus project for a contract of $90,000. The cost for testing and inspection services is dependent on the contractor's schedule, the requirements of the Division of State Architect (DSA) and the result of re-testing of failed tests. On the West Campus project, DSA required enhanced observation of the micro-piles which has caused a significant additional expense. In addition, the contractor's extended schedule has caused some cost increases. Finally, there have been some failed tests which can be backcharged to the contractor. Staff is recommending an increase contract for Kelinfelder of $50,000.

DISTRICT GOAL
V-B – Parcel Tax and Bond Revenues: Provide the best possible education for all students by effectively utilizing local parcel tax and bond revenues.

POLICY/CODE
Board Policy 3310.

FISCAL IMPACT
Cost to be paid from the Measure I Bond Fund.

STAFF RECOMMENDATION
Approve Kleinfelder for an increased contract of $50,000 to complete the Testing and Inspection of the West Campus project.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: September 14, 2011
SUBJECT: Purchase and Sale Agreement with the German International School for the Hillside School Property

BACKGROUND INFORMATION
On June 29, 2011, the Board approved an Exclusive Negotiating Agreement with the German International School. The Board provided parameters for an agreement in closed session. After further investigation of the City of Berkeley use permit requirements, the buyer is requesting more time than originally set by the Board. Staff is recommending that the Board accept a longer time frame in order to complete the sale.

Attached to this cover memo is the form of the Purchase and Sale Agreement. The Purchase and Sale Agreement with Escrow Instructions is under separate cover

DISTRICT GOAL
V- Generate and equitably allocate resources for programs and services that enable every student to succeed.

POLICY/CODE
Education Code 17473 - 17476, 17464 and 17485 et seq. and Government Code 54220 et seq.

FISCAL IMPACT
The sale of the property can repay some costs which have been incurred and could provide resources for District priorities. CB Richard Ellis receives a commission on the sale of the property.

STAFF RECOMMENDATION
Authorize the Superintendent or designee to enter into the attached Purchase and Sale Agreement with the German International School based on their bid of $2.2 million on June 22, 2011.

BERKELEY UNIFIED SCHOOL DISTRICT

RESOLUTION NUMBER 12-03

RESOLUTION TO APPROVE THE PURCHASE AND SALE AGREEMENT AND AUTHORIZE THE EXECUTION OF A GRANT DEED FOR THE DISPOSITION OF SURPLUS REAL PROPERTY

WHEREAS, the Berkeley Unified School District ("District") is the owner of that real property described in Exhibit "A" attached hereto, and located at 1581 Leroy Avenue, Berkeley, Alameda County, California (APN 058-2245-009-03), commonly known as the former Hillside Elementary School ("Property");

WHEREAS, District's Board of Education ("Board") previously convened a District 7-11 Advisory Committee ("7-11 Committee") pursuant to Education Code section 17387;

WHEREAS, in January 2007, District's 7-11 Committee recommended that the Board determine that the Property be declared surplus, and the Board thereafter determined that the Property will not be needed for school classroom purposes and is surplus to the District's needs, and that the interest of the District and the local community would be served by the sale of the Property, and the Board declared its intention to lease and/or sell the Property;

WHEREAS, on September 10, 2008, the Board directed District staff that the sale of the Property was the preferred option;

WHEREAS, the Board offered the Property to public entities as statutorily required pursuant to Education Code sections 17464 and 17485, et seq., and Government Code section 54220, et seq., and after negotiations with the City of Berkeley, the only public entity that expressed interest in the Property, no agreement to sell the Property was reached;

WHEREAS, to provide the public with an opportunity to submit bids for the sale of the Property, on March 23, 2011, the Board again declared its intent to sell the Property and put the Property out to bid by adoption of Resolution No. 11-42, a Resolution to Request Proposals for the Sale of Hillside School ("Resolution");

WHEREAS, the disposal of surplus real property is exempt from the

California Environmental Quality Act pursuant to Public Resources Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2) and 15312;

WHEREAS, on June 22, 2011, the Board caused bids for the sale of the Property to be opened, examined, and declared, oral bids to be called for, and the matter of acceptance of the high bid from a responsible bidder to be continued to the Board meeting to be held on June 29, 2011;

WHEREAS, German International School of Silicon Valley, Inc. ("Buyer") submitted a proposal in response to the Resolution and was selected on June 29, 2011, by the Board as the successful proposer with whom the District would entertain further negotiations for the sale of the Property;

WHEREAS, the District has negotiated a Purchase and Sale Agreement with Escrow Instructions ("Agreement") with Buyer to sell the Property to Buyer for Two Million Two Hundred Thousand Dollars ($2,200,000) ("Purchase Price");

WHEREAS, the District desires to convey the Property to the Buyer in exchange for the Purchase Price by executing the Agreement, and the Grant Deed ("Deed")."

NOW THEREFORE BE IT RESOLVED that the Board of Education of the Berkeley Unified School District hereby finds, determines, and orders as follows:

1. The recitals set forth above are true and correct.

2. The Agreement is approved, and the District's Superintendent or his designee is directed to execute the Agreement.

3. The District's Superintendent or his designee is directed to accept and consent to the conveying of the Property to the Buyer by the execution of the Deed attached hereto.

4. The District's Superintendent or his designee is authorized to deliver the executed Deed to escrow.

5. The District's Superintendent or his designee is authorized and directed to do any and all things and to execute and deliver any and all documents that are deemed necessary or advisable in order to consummate the sale of the Property, and otherwise to carry out, give effect to, and comply with

the terms and intent of this resolution.

6. This resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Board of Education of the Berkeley Unified School District this ___ **day of** _____, **2011**.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
President of the Board of Education of the Berkeley Unified School District

Attested to:

_____
Clerk of the Board of Education of the Berkeley Unified School District

EXHIBIT "A"

DESCRIPTION OF PROPERTY

EXHIBIT A

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF BERKELEY, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT ON THE EASTERN LINE OF LEROY AVENUE DISTANT THEREON 176.24 FEET NORTHERLY FROM THE NORTHERN LINE OF CEDAR STREET AND RUNNING THENCE NORTHERLY ALONG THE EASTERN LINE OF LE ROY AVENUE 60 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERN LINE OF CEDAR STREET 88.55 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 59.85 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERN LINE OF CEDAR STREET 92.74 FEET TO THE POINT OF BEGINNING.

BEING THE NORTHERN 59.85 FEET OF LOT THIRTEEN AS SAID LOT IS SHOWN ON THAT MAP ENTITLED, "LA LOMA PARK" FILED IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, CALIF., NOVEMBER 12, 1900 IN BOOK 16 OF MAPS, AT PAGE 13.

PARCEL 2:

LOT 10 IN BLOCK 5, AS SAID LOT AND BLOCK ARE SHOWN ON MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902 IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 3:

BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF LA LOMA AVENUE WITH A LINE DRAWN PARALLEL WITH THE NORTHERN LINE OF LOT 12 AND DISTANT THEREFROM SOUTHERLY 40 FEET AS SAID AVENUE AND LOT ARE SHOWN ON MAP HEREINAFTER REFERRED TO; RUNNING THENCE WESTERLY ALONG SAID PARALLEL LINE SO DRAWN 146.46 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID LOT 12; THENCE SOUTHERLY ALONG SAID LINE OF SAID LOT 12, 275 FEET TO THE SOUTHERN LINE OF SAID LOT 12; THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID LOT 12, 108.55 FEET; THENCE AT RIGHT ANGLES NORTHERLY 20 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERN LINE OF SAID LOT 12, 103.03 FEET, MORE OR LESS, TO SAID WESTERN LINE OF SAID LA LOMA AVENUE; THENCE NORTHERLY ALONG SAID LINE OF LA LOMA AVENUE TO THE POINT OF BEGINNING.

Continued on Page 3

LEGAL DESCRIPTION (CONTINUED):

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE WESTERN LINE OF LOT 12, AS SAID LOT IS SHOWN ON MAP HEREINAFTER REFERRED TO, DISTANT THEREON 40 FEET SOUTHERLY FROM THE NORTHWESTERN CORNER OF SAID LOT AND RUNNING THENCE NORTH 80° 39' EAST, PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 146.46 FEET TO THE WESTERN LINE OF LA LOMA AVENUE; THENCE SOUTHERLY ALONG THE WESTERN LINE OF LA LOMA AVENUE 145.36 FEET; THENCE SOUTH 80° 39' WEST 51.0 FEET; THENCE NORTHWESTERLY CURVING TO THE RIGHT ON AN ARC WITH A RADIUS OF 225 FEET AND A LONG CHORD WHICH BEARS NORTH 46° 53' WEST 180.55 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 12 AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "LA LOMA PARK, BERKELEY, ALAMEDA COUNTY, CA.", FILED NOVEMBER 12, 1900 IN BOOK 16 OF MAPS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THEREFROM:

THAT PORTION OF PREMISES DESCRIBED IN THE DEED TO THE CITY OF BERKELEY, RECORDED JUNE 18, 1962, REEL 610, IMAGE 300, OFFICIAL RECORDS, INSTRUMENT NO. AT/81795, ALAMEDA COUNTY RECORDS.

PARCEL 4:

LOT NO. 7 IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 5:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN LINE OF HILLSIDE WAY AT THE WESTERN LINE OF LOT NO. 6, IN BLOCK NO. 5, AS SAID WAY, LOT AND BLOCK ARE SHOWN ON THE MAP HEREAFTER REFERRED TO; RUNNING THENCE EASTERLY ALONG SAID LINE OF SAID WAY, 9.78 FEET TO THE WESTERN LINE OF LOT NO. 9, IN SAID BLOCK NO. 5, AS SHOWN ON SAID MAP; THENCE SOUTHERLY ALONG SAID LINE OF SAID LOT NO. 9, 1.66 FEET TO THE SOUTHWESTERN CORNER THEREOF; THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID LOT 9, 40.35 FEET TO THE NORTHEASTERN CORNER OF SAID LOT 6; THENCE SOUTHERLY ALONG THE EASTERN LINE OF SAID LOT 6, 60 FEET; THENCE AT RIGHT ANGLES WESTERLY, 50 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID LOT 6; THENCE NORTHERLY ALONG SAID LAST MENTIONED LINE, 60 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 6 IN BLOCK 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO. CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

Continued on Page 4

LEGAL DESCRIPTION (CONTINUED):

PARCEL 6:

BEGINNING AT A POINT ON THE EASTERN LINE OF LE ROY AVENUE FORMERLY LOOKOUT PLACE, DISTANT THEREON SOUTHERLY 110.12 FEET FROM THE NORTHWESTERN CORNER OF LOT NO. 13, AS SAID STREET AND LOT ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE NORTHERLY ALONG SAID EASTERN LINE OF LE ROY AVENUE 50.12 FEET TO THE SOUTHWESTERN CORNER OF THE LOT OF LAND HERETOFORE CONVEYED BY GEORGE P. W. JENSEN AND HATTIE L. JENSEN, HIS WIFE TO ROSA A. COXEN, SINGLE BY DEED DATED DECEMBER 26, 1906, AND RECORDED JANUARY 17, 1907 IN BOOK 1268 OF DEEDS, PAGE 336; RUNNING THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID LAND SO CONVEYED TO ROSA A. COXEN, 93 FEET, MORE OR LESS, TO THE EASTERN LINE OF LOT NO. 13, AS PER SAID MAP, AND DISTANT THEREON 60 FEET SOUTHERLY FROM THE NORTHEASTERN CORNER OF SAID LOT NO. 13; THENCE SOUTHERLY ALONG SAID EASTERN LINE OF SAID LOT NO. 13, 50 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 13, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "LA LOMA PARK, BERKELEY, ALAMEDA COUNTY, CALIFORNIA, C. K. HUGGINS, TOWN ENGINEER, OCTOBER 1900", FILED NOVEMBER 12, 1900, IN BOOK 16 OF MAPS, PAGE 13 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA.

PARCEL 7:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN LINE OF LOT NO. 2, HEREINAFTER REFERRED TO, WITH THE EASTERN LINE OF LE ROY AVENUE, AS SAID LOT AND AVENUE ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE NORTHERLY ALONG SAID LINE OF LE ROY AVENUE, 50 FEET; THENCE NORTH 71° 59' EAST 110 FEET; THENCE SOUTHERLY PARALLEL WITH THE SAID LINE OF LE ROY AVENUE, 51 FEET TO THE SAID SOUTHERN LINE OF LOT NO. 2; THENCE SOUTH 71° 50' WEST ALONG SAID LAST NAMED LINE 110 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 2, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT", FILED OCTOBER 15, 1902, BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 8:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF HILLSIDE WAY WHERE THE SAME IS INTERSECTED BY THE EASTERN LINE OF LOTS NOS. 2 AND 3, IN BLOCK NO. 5, AS SAID WAY AND LOTS AND BLOCK ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID EASTERN BOUNDARY LINE 110 FEET; THENCE SOUTH 71° 50' WEST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT NO. 2, 40 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERN BOUNDARY LINE OF SAID LOT NO. 2, 50 FEET; THENCE SOUTH 71° 50' WEST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT NO. 3, 10 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERN BOUNDARY LINE OF SAID LOT NO.. 3, 60 FEET, MORE OR LESS, TO SAID LINE OF HILLSIDE WAY; THENCE EASTERLY ALONG SAID LINE OF HILLSIDE WAY, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Continued on Page 5

LEGAL DESCRIPTION (CONTINUED):

BEGINNING AT A POINT ON THE SOUTHERN LINE OF HILLSIDE WAY WHERE THE SAME IS INTERSECTED BY THE EASTERN LINE OF LOTS NOS. 2 AND 3, IN BLOCK NO. 5, AS SAID WAY AND LOTS AND BLOCK ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID EASTERN BOUNDARY LINE 110 FEET; THENCE SOUTH 71° 50' WEST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT NO. 2, 40 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERN BOUNDARY LINE OF SAID LOT NO. 2, 5O FEET; THENCE SOUTH 71° 50' WEST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT NO. 3, 10 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERN BOUNDARY LINE OF SAID LOT NO.. 3, 60 FEET, MORE OR LESS, TO SAID LINE OF HILLSIDE WAY; THENCE EASTERLY ALONG SAID LINE OF HILLSIDE WAY, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 9:

BEING LOT NO. 9, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED ON A CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK, AND THE WHEELER TRACT", FILED OCTOBER 15, 1902, IN BOOK 10 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA.

PARCEL 10:

LOT NO. 8 IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK, AND THE WHEELER TRACT, BERKELEY, ALA. CO., CAL.", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY OF ALAMEDA

PARCEL 11:

BEGINNING AT THE INTERSECTION OF THE NORTHERN LINE OF LE ROY AVENUE, WITH THE EASTERN LINE OF LOT NO. 6, HEREINAFTER REFERRED TO; RUNNING THENCE NORTHERLY ALONG SAID LINE OF LOT NO. 6, 81.70 FEET; THENCE AT RIGHT ANGLES WESTERLY 50 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID LINE OF LOT 6, 27.40 FEET, MORE OR LESS, TO A POINT DISTANT THEREON NORTHERLY, 71.81 FEET FROM THE NORTHERN LINE OF SAID LE ROY AVENUE; THENCE AT RIGHT ANGLES EASTERLY 3 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WESTERN LINE OF SAID LOT NO. 6, 71 FEET, MORE OR LESS, TO THE NORTHERN LINE OF SAID LE ROY AVENUE; THENCE EASTERLY ALONG SAID LAST MENTIONED LINE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 6 IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902 IN BOOK 19 OF MAPS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

Continued on Page 6

LEGAL DESCRIPTION (CONTINUED):

PARCEL 12:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF BUENA VISTA WAY, FORMERLY HILLSIDE WAY, AT THE INTERSECTION THEREOF WITH THE WESTERN LINE OF LOT NO. 4, IN BLOCK NO. 5, AS SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID LAST NAMED LINE, 85 FEET; THENCE AT RIGHT ANGLES EASTERLY, 50 FEET, MORE OR LESS, TO THE EASTERN LINE OF SAID LOT NO. 4; THENCE NORTHERLY ALONG SAID LAST NAMED LINE TO THE SAID LINE OF BUENA VISTA WAY; THENCE WESTERLY ALONG SAID LINE OF BUENA VISTA WAY TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 4, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 13:

BEGINNING AT A POINT ON THE NORTHERN LINE OF LE ROY AVENUE, THE SAID POINT OF BEGINNING BEING THE SOUTHWESTERN CORNER OF LOT 4 IN BLOCK 5, AS PER MAP HEREINAFTER REFERRED TO; RUNNING THENCE NORTHERLY ALONG THE WESTERN LINE OF SAID LOT 4, 87.46 FEET; THENCE AT RIGHT ANGLES EASTERLY TO THE EASTERN LINE OF SAID LOT 4; THENCE SOUTHERLY ALONG THE SAID EASTERN LINE OF LOT 4, TO THE SAID NORTHERN LINE OF LE ROY AVENUE; THENCE WESTERLY ALONG SAID LAST NAMED LINE, 53.21 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 4 IN BLOCK 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY", ETC., FILED OCTOBER 15, 1902 IN BOOK 19 OF MAPS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 14:

LOT NO. 1 IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO. CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 15:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF BUENA VISTA WAY, FORMERLY HILLSIDE WAY, SAID POINT BEING THE NORTHWESTERN CORNER OF LOT NO. 5, BLOCK 5, AS SAID WAY, LOT AND BLOCK ARE SHOWN ON THE MAP HEREINAFTER DESCRIBED; RUNNING THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID LOT NO. 5, 75.83 FEET; THENCE AT RIGHT ANGLES EASTERLY 50 FEET, MORE OR LESS, TO THE EASTERN LINE OF SAID LOT NO. 5; THENCE NORTHERLY ALONG SAID LAST MENTIONED LINE 87.40 FEET, MORE OR LESS, TO THE SAID LINE OF BUENA VISTA WAY; THENCE WESTERLY ALONG SAID LINE 51.32 FEET TO THE PLACE OF BEGINNING.

Continued on Page 7

LEGAL DESCRIPTION (CONTINUED):

BEING THE NORTHERLY PORTION OF LOT NO. 5, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED ON A CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA.

PARCEL 16:

BEGINNING AT A POINT ON THE LINE DIVIDING LOTS NOS. 4 AND 5 IN BLOCK NO. 5, AS PER MAP HEREINAFTER REFERRED TO; WHERE THE SAME IS INTERSECTED BY THE NORTHERN LINE OF LE ROY AVENUE, RUNNING THENCE NORTHERLY ALONG SAID DIVIDING LINE, 90 FEET; THENCE AT RIGHT ANGLES EASTERLY, 83 FEET, THENCE SOUTHERLY PARALLEL WITH THE LINE DIVIDING LOTS NOS. 5 AND 6 AS PER SAID MAP, 71 FEET, MORE OR LESS, TO THE NORTHERN LINE OF LE ROY AVENUE; AND THENCE WESTERLY ALONG SAID LAST NAMED LINE 56.21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING PORTION OF LOTS NOS. 5 AND 6 IN BLOCK NO. 5, AS SAID LOTS AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "ALAMEDA MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 17:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF BUENA VISTA WAY, FORMERLY HILLSIDE WAY, DISTANT THEREON 50 FEET WESTERLY FROM THE POINT OF INTERSECTION THEREOF WITH THE LINE DIVIDNG LOTS NOS. 3 AND 4 IN BLOCK NO. 5, AS SAID WAY, LOTS AND BLOCK ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE WESTERLY ALONG SAID LINE OF BUENA VISTA WAY, 64.23 FEET; THENCE CONTINUING ALONG SAID SOUTHERN LINE OF BUENA VISTA WAY AND THE EASTERN LINE OF LE ROY AVENUE, AS SHOWN ON SAID MAP ON THE ARC OF A CIRCLE TO THE LEFT OF THE RADIUS OF WHICH IS 45 FEET, A DISTANT OF 60.45 FEET; THENCE CONTINUING ALONG SAID EASTERN LINE OF LE ROY AVENUE, SOUTHERLY 24.23 FEET; THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID LOT NO. 3, 100 FEET; THENCE NORTHERLY PARALLEL WITH THE AFORESAID LINE DIVIDING LOTS NOS. 3 AND 4 IN BLOCK NO. 5, 30 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 3, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA COUNTY, CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

Continued on Page 8

LEGAL DESCRIPTION (CONTINUED):

PARCEL 18:

THAT PORTION OF LE ROY AVENUE COMMENCING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 5, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA COUNTY, CALIFORNIA," FILED IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY, OCTOBER 15, 1902, AND RUNNING THENCE SOUTHWESTERLY ALONG THE NORTHERN LINE OF LE ROY AVENUE 126.41 FEET; THENCE LEAVING SAID NORTH LINE AND RUNNING NORTHEASTERLY AND SOUTHERLY ON THE ARC OF A CURVE TO THE RIGHT TANGENT TO THE LAST SAID COURSE, THE RADIUS OF WHICH ARC IS 89.12 FEET, A DISTANCE ON SAID ARC OF 170.52 FEET TO THE EASTERN LINE OF LE ROY AVENUE; THENCE NORTHERLY TANGENT TO THE LAST SAID COURSE ALONG SAID EASTERN LINE OF LEROY AVENUE 126.41 FEET TO THE POINT OF COMMENCEMENT.

Continued on Page 9

PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS

BETWEEN

BERKELEY UNIFIED SCHOOL DISTRICT

("OWNER")

And

GERMAN INTERNATIONAL SCHOOL OF SILICON VALLEY, INC.

("BUYER")

TABLE OF CONTENTS

PURCHASE AND SALE AGREEMENT WITH ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is entered into as of Sept. 6, 2011, between BERKELEY UNIFIED SCHOOL DISTRICT, a California public school district ("OWNER"), and GERMAN INTERNATIONAL SCHOOL OF SILICON VALLEY, INC., a California not-for-profit corporation ("BUYER"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OWNER is the owner of real property and improvements thereon located at 1581 Leroy Avenue, Berkeley, Alameda County, California (APN 058-2245-009-03), commonly known as the former Hillside Elementary School, and described more particularly in the attached **Exhibit "A,"** which is incorporated into this Agreement by this reference (the "Property"); and

WHEREAS, in January 2007, OWNER's 7-11 Committee recommended that OWNER's Board of Trustees ("Board") determine that the Property be declared surplus, and the Board thereafter determined that the Property will not be needed for school classroom purposes and is surplus to OWNER's needs and that the interests of OWNER and the local community would be served by OWNER's sale of the Property, and the Board declared its intention to lease and/or sell the Property; and

WHEREAS, on September 10, 2008, the Board directed staff that the sale of the Property was the preferred option; and

WHEREAS, the Board offered the Property to entities as statutorily required pursuant to Education Code sections 17464 and 17485, et seq., and Government Code section 54220, et seq., and after negotiations with the City of Berkeley ("City"), the only public entity that expressed interest in the Property, no agreement to sell the Property was reached; and

WHEREAS, in order to provide the public with an opportunity to submit bids for the sale of the Property, on March 23, 2011, the Board again declared its intent to sell the Property and put the Property out to bid by adoption of Resolution No. 11-42, a Resolution to Request Proposals for the Sale of Hillside School (the "Resolution"); and

WHEREAS, on May 12, 2010, OWNER entered into an agreement with C.B. Richard Ellis to provide real estate services to assist in the disposition of the Property; and

WHEREAS, the Board expected to receive fair market value for the Property based on development potential and prevailing real estate market conditions; and

WHEREAS, the disposal of surplus real property is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resource Code section 21084 and California Code of Regulations, Title 14, sections 15061(b)(2) and 15312; and

WHEREAS, OWNER advertised for bids for sale of the Property as required by Education Code section 17466 et seq.; and

WHEREAS, on June 22, 2011, the Board caused bids for the sale of the Property to be opened, examined and declared, oral bids to be called for, and the matter of acceptance of the high bid from a responsible bidder to be continued to the Board meeting to be held on June 29, 2011; and

WHEREAS, BUYER submitted a proposal in response to the Resolution and was selected on June 29, 2011, by the Board as the successful proposer with whom OWNER would entertain further negotiations for the sale of the Property; and

WHEREAS, the Parties have agreed that OWNER shall sell to BUYER, and BUYER shall purchase from OWNER, the Property on the terms and conditions set forth in this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

AGREEMENT

SECTION 1

1.1 Definitions.

As used in this Agreement the following terms shall have the following definitions:

1.1.1 "Agreement" is defined in the preamble.

1.1.2 "BUYER" is defined in the preamble.

1.1.3 "Approved Exceptions" is defined in Section 8.

1.1.4 "City" is defined in the fourth recital.

1.1.5 "Close of Escrow" and "Closing" are defined in Section 9.

1.1.6 "Closing Date" is defined in Section 9.

1.1.7 "Deed" is defined in Section 9.

1.1.8 "Disapproved Exception" is defined in Section 8.

1.1.9 "Due Diligence Period" is defined in Section 5.

1.1.10 "Effective Date" is the Date this Agreement is fully executed by both parties.

1.1.11 "Environmental Laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as defined subsequently in this Agreement), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now in effect, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA) [42 U.S.C.A. §§9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) and the Solid Waste Disposal Act [42 U.S.C.A. §§6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 U.S.C.A. §§1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 U.S.C.A. §§2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 U.S.C.A. §§1801 et seq.]; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) [7 U.S.C.A. §§136 et seq.]; the Clean Air Act (CAA) [42 U.S.C.A. §§7401 et seq.]; the Safe Drinking Water Act (SDWA) [42 U.S.C.A. §§300f et seq.]; the Surface Mining Control and Reclamation Act of 1977 (SMCRA) [30 U.S.C.A. §§1201 et seq.]; the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA or EPCRTKA) [42 U.S.C.A. §§11001 et seq.]; the Occupational Safety and Health Act of 1970 (OSHA) [29 U.S.C.A. §§655, 657]; California laws regarding the underground

storage of hazardous substances [H & S C §§25280 et seq.]; the Hazardous Substance Account Act [H & S C §§25300 et seq.]; California laws regarding hazardous waste control [H & S C §§25100 et seq.]; the Safe Drinking Water and Toxic Enforcement Act of 1986 [H & S C §§25249.5 et seq.]; the Porter-Cologne Water Quality Control Act [Wat C §§13000 et seq.], and any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.12 "EPA" is defined in Section 13.

1.1.13 "Escrow" is defined in Section 4.

1.1.14 "Escrow Agent" is defined in Section 4.

1.1.15 "Exception" is defined in Section 8.

1.1.16 "FIRPTA Affidavit" is defined in Section 9.

1.1.17 "Hazardous Substances" includes without limitation:

(a) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is:

(i) A petroleum or refined petroleum product,

(ii) Asbestos,

(iii) Polychlorinated biphenyl,

(iv) Designated as a hazardous substance pursuant to 33 U.S.C.A. §1321 or listed pursuant to 33 U.S.C.A. §1317,

(v) A flammable explosive, or

(vi) A radioactive material.

1.1.18 "OWNER" is defined in the preamble.

1.1.19 "Preliminary Report" is defined in Section 8.

1.1.20 "Prevailing Party" is defined in Section 18.

1.1.21 "Property" or "Real Property" means collectively the Property described in Recital A, all improvements presently or hereafter existing on the Property, all plans and specifications relating to the present or planned construction of improvements on the Property, all governmental permits or licenses, utility contracts, service contracts, maintenance contracts, operating contracts, or other intangible property (if any) now or in the future owned by OWNER in connection with the development, operation, or ownership of the Property or other rights relating to the ownership, use, or operation of the Property, and all of OWNER's rights in and to any fees paid to any governmental agency or utility.

1.1.22 "Purchase Price" is defined in Section 3.

1.1.23 "Removal Period" is defined in Section 8.

1.1.24 "Termination Notice" is defined in Section 5.

1.1.25 "Title Policy" is defined in Section 9.

1.1.26 "Withholding Affidavit" is defined in Section 9.

SECTION 2

2.1 Purchase and Sale.

OWNER agrees to sell and BUYER agrees to purchase the Property subject to the terms and conditions in this Agreement.

SECTION 3

3.1 Purchase Price.

3.1.1 The purchase price for the Property is Two Million Two Hundred Thousand Dollars ($2,200,000.00) ("Purchase Price"), and shall be payable at the Close of Escrow as follows:

(a) Within five (5) business days after the execution of this Agreement, OWNER shall deposit with the Escrow Agent as a good faith deposit the ten thousand dollars ($10,000.00) deposit submitted by the BUYER as part of OWNER's bid process ("Initial Deposit"). This initial portion of the Deposit is non-refundable, whether or not BUYER elects to terminate this Agreement pursuant to the terms and conditions set forth herein.

(b) Within five (5) business days after the expiration of the Due Diligence Period, BUYER shall deposit with the Escrow Agent the additional sum of ninety thousand dollars ($90,000) ("Additional Deposit", collectively with the Initial Deposit the "Deposit"), which amount shall be added to the Initial Deposit.

(c) On or before the Closing Date, BUYER shall deposit with Escrow Agent the balance of the Purchase Price in cash or in immediately available funds.

(d) Escrow Agent shall be instructed to hold the Deposit in an interest-bearing account with a bank acceptable to BUYER. The Deposit plus accrued interest shall be applied to the Purchase Price upon the Close of Escrow. The Additional Deposit shall be refundable to BUYER if BUYER elects not to proceed with the purchase of the Property as the result of any of BUYER's conditions or contingencies as set forth in this Agreement. The Deposit will become non-refundable upon satisfaction or waiver of all of BUYER's conditions and contingencies set forth in section 5 of this Agreement, except for the breach of or failure to perform any obligations under this Agreement by OWNER or because of the failure of any of OWNER's representations or warranties in this Agreement. Escrow Agent shall deliver the Additional Deposit and interest without demand, deduction or offset to BUYER following Escrow Agent's receipt of a Termination Notice from BUYER under the terms of this Agreement. Escrow Agent shall hold the deposit in an interest bearing account with U.S. Bank.

SECTION 4

4.1 Escrow.

By this Agreement, BUYER and OWNER establish an escrow ("Escrow") with Placer Title Company, 1797 Shattuck Avenue, Berkeley, California 94709, Escrow Officer Jackie Hutty; Telephone: 510-644-8088; Email: Jhutty@placertitle.com ("Escrow Agent"), subject to the provisions of the standard title company conditions for acceptance of escrow and the terms and conditions in this Agreement, with a signed counterpart of this document to be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard title company conditions for acceptance of escrow, the terms of this Agreement shall control.

SECTION 5

5.1 Feasibility Review.

5.1.1 With DISTRICT'S reasonable cooperation, BUYER shall complete its financial and physical due diligence and review of the suitability of the Property for BUYER's intended use and development, including, without limitation, any governmental land regulations, zoning ordinances and compliance with Environmental Laws within one hundred eighty (180) days of the execution of this Agreement (the "Due Diligence Period").

(a) Delivery of Project Documents. OWNER shall provide BUYER, its employees, agents, and contractors, full access to review and inspect the Property to enable BUYER to conduct its due diligence investigation, subject to appropriate notice to current occupants of the Property. OWNER shall deliver to BUYER within 10 days of execution of the Agreement for its inspection and approval copies of all permits, building plans, plans, specifications, licenses, leases, use agreements, maintenance contracts, utility contracts, operating contracts, service contracts, surveys, Phase One and Phase Two Reports and other environmental studies, soils reports, and any other contracts in OWNER's possession pertaining to the construction, use and occupancy of the Property.

(b) Studies and Investigations. BUYER shall conduct such independent investigations, studies and tests as it deems necessary or appropriate concerning the Property, BUYER's proposed use and/or the suitability of the Property. BUYER will have the right to retain at its expense licensed experts, including, but not limited to, engineers, geologists, architects, contractors, surveyors, arborists, and structural pest control operators to inspect the Property for any structural and non-structural conditions,

including matters such as roofing, electrical, plumbing, heating, cooling, appliances, utilities, boundaries, geological and environmental hazards, toxic and hazardous substances, and lead-based paint.

(c) Financing. BUYER shall secure all necessary financing for the purchase of the Property within the Due Diligence Period.

(d) Extension of Due Diligence Period. Upon five (5) days written notice to OWNER, BUYER shall have the right, at its sole discretion, to extend the Due Diligence Period until BUYER has completed its use permit process and the City of Berkeley has granted or denied a use permit to BUYER for use of the Property for BUYER's intended use of the Property of operating a school for up to three hundred fifty (350) students, and until all appeals of that decision have been resolved or any appeal period has expired without an appeal being filed. OWNER shall have the right to terminate the Escrow without cause any time after the initial one hundred eighty (180) days upon ten (10) days written notice to BUYER unless BUYER can provide evidence to OWNER that BUYER is making a good faith effort to obtain close of escrow and that there is a reasonable probability that escrow will close within a reasonable time following OWNER's notice to BUYER, not to exceed one hundred twenty (120) days after service of the notice.

(e) BUYER's Right to Terminate. BUYER shall have the right, in its sole discretion, to terminate this Agreement and any of its obligations hereunder if it is not satisfied with the results of its feasibility review or any of the other conditions to Closing set forth in this Agreement are not satisfied or removed within the Due Diligence Period. Termination shall be by a termination notice ("Termination Notice") delivered to Escrow Agent and OWNER.

SECTION 6

6.1 Conditions to BUYER's Performance.

6.1.1 BUYER's obligations to perform under this Agreement and the Closing are subject to the following conditions precedent, which are for BUYER's benefit only, and any or all of which BUYER may waive, in its sole discretion, without prior notice:

(a) OWNER's representations and warranties in this Agreement being true and correct as of the date of this Agreement and as of the Close of Escrow.

(b) OWNER's performance on or before the Closing of all its obligations and conditions required under this Agreement.

(c) Escrow Agent being prepared to issue the Title Policy at the Close of Escrow, subject only to the Approved Exceptions.

(d) Between the execution of this Agreement and the Closing Date, OWNER will not have sustained any material loss or damage to the Property.

(e) No action, suit, arbitration or proceeding before any court or any governmental body or authority pertaining to the Property or the transaction contemplated by this Agreement or its consummation will have been instituted or threatened on or before the Closing Date.

(f) The execution and delivery of this Agreement by OWNER and the performance of OWNER's covenants and obligations under it will have been duly authorized by all necessary action taken by the Board of Trustees of OWNER.

(g) BUYER's and lender's acceptance of the terms and conditions of all permits required for BUYER's intended uses of the property.

SECTION 7

7.1 Conditions to OWNER's Performance.

7.1.1 OWNER's obligations to perform under this Agreement and the Closing are subject to satisfaction of the following conditions precedent, which are for OWNER's benefit only, and any or all of which OWNER may waive, in its sole discretion, without prior notice and without waiving any of OWNER's other rights or remedies if BUYER is in default of any of its obligations or representations hereunder:

(a) BUYER's performance on or before the Closing of all of its obligations and conditions which it is required to perform pursuant to this Agreement.

(b) BUYER's representations and warranties in this Agreement being true and correct as of the date of this Agreement and as of the Close of Escrow.

(c) No action, suit, arbitration or proceeding before any court or any governmental body or authority pertaining to the Property or the transaction contemplated by this Agreement or its consummation will have been instituted or threatened on or before the Closing Date.

(d) The execution and delivery of this Agreement by BUYER and the performance of BUYER's covenants and obligations under it will have been duly authorized by all necessary action taken by the Board of Directors of BUYER.

(e) Within ten (10) business days from the date of the execution of this Agreement, OWNER shall provide to BUYER copies of all existing leases, agreements, permits and other documents pertaining to the use of the Property by OWNER and its tenants. Within one hundred twenty (120) days from the date of execution of this Agreement, BUYER shall either agree to accept the continued use of the Property for these purposes, as stated in said agreements, or shall request that OWNER provide tenants written notice of termination of those leases and/or agreements. Should BUYER exercise its right to request that any tenants be provided a written notice of termination of their leases or agreements, within three (3) days of that election, BUYER shall deposit with the Escrow Agent the additional sum of Ten Thousand Dollars ($10,000), which amount shall be added to the Initial Deposit. OWNER shall deliver the Property to BUYER free and clear of any tenants for whom Buyer has requested a notice of termination. If any of those tenants still occupy the Property as of the intended close of escrow, the close of escrow shall be extended a sufficient time to allow OWNER to satisfy this requirement unless BUYER waives this requirement, in which case escrow will close and OWNER will complete the process of delivery of the Property free and clear of those tenants identified by BUYER for termination of their right to occupy the Property after close of escrow.

SECTION 8

8.1 BUYER's Obligations.

8.1.1 Within fourteen (14) days of the effective date of this Agreement, BUYER shall apply to the City for all use permits required by the City for BUYER's intended use of the Property as defined in section 5.1.1(d) hereof, and shall diligently pursue the City's prescribed process(es) in a timely manner; and pay all permit fees and such other costs required by the City to process the Permit(s), including Environmental Impact Reports, traffic impact studies and mitigation options; and pursue the Permit processes to their final resolution, including the final disposition of all appeals or the expiration of any appeal period without an appeal having been filed.

8.1.2 BUYER, at BUYER's sole discretion and expense, shall engage a qualified architect to prepare all forms, calculations and drawings that may be required by the City for the processing of all use permits required by the City for BUYER's intended use of the Property, including any plans required by the City as part of the use permit process for the BUYER's intended repairs, renovations, structural reinforcement and restoration work.

8.1.3 BUYER, at BUYER's sole discretion and expense, shall engage a qualified structural engineer to prepare all forms, calculations and drawings that may be required by the City for the processing of all use permits required by the City for BUYER's intended use of the Property, including a plan for the intended repairs, renovations, structural reinforcement and restoration work.

8.1.4 BUYER, at BUYER's sole discretion and expense, may engage a qualified geologic engineer to prepare all forms, calculations and drawings that may be required by the City for the processing of all use permits required by the City for BUYER's intended use of the Property, including a plan for any further investigation of soils conditions and recommendations for the design of structural reinforcement required by the City beyond those investigations already performed by or on behalf of OWNER. BUYER shall pay the costs required by the geologic engineer unless the City determines that additional investigations are required and the OWNER agrees to share some of the costs of these investigations with the BUYER, in which case such cost sharing will be memorialized in an amendment to this Agreement.

8.2 OWNER's Obligations.

8.2.1 Without expending any funds except as set forth in an amendment to this Agreement, OWNER shall in good faith attempt to assist BUYER in obtaining City approval of all use permits required by the City for BUYER's intended use of the Property, including assisting the BUYER in obtaining clarification as to the scope of the requirements for geologic and geotechnical investigation of the Property.

SECTION 9

9.1 Title.

9.1.1 Immediately following the execution of this Agreement by both parties, BUYER shall cause Escrow Agent to issue to BUYER (with a copy to OWNER) a current preliminary report for an ALTA or CLTA Owner's Policy for the Property at Buyer's discretion and expense, setting forth all liens, encumbrances, easements, restrictions, conditions,

pending litigation, judgments, administrative proceedings, and other matters affecting OWNER's title to the Property ("Preliminary Report"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

9.1.2 BUYER shall approve or disapprove each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property or that violates any law, rule, or regulation reflected on the Survey (each an "Exception") within thirty (30) days following the receipt of the Preliminary Report or the Survey, whichever is later. BUYER's failure to object within the thirty (30) day period shall be deemed to be an approval of the Exceptions. The Exceptions approved by BUYER hereunder shall be referred to as the "Approved Exceptions."

9.1.3 If any Exception is disapproved or deemed disapproved (each a "Disapproved Exception"), OWNER shall cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to BUYER and Escrow Agent, all at OWNER's sole cost and expense, to be completed within thirty (30) days following expiration of the ten (10) business day period provided under Section 7(e) above (the "Removal Period"). If OWNER is unable, after good faith diligent efforts, to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the Removal Period, then OWNER shall advise BUYER in writing that OWNER is unable to cause such discharge, satisfaction, release, or termination within three (3) business days after the end of the Removal Period. This Agreement shall terminate ten (10) business days after service of OWNER's Notice on Buyer unless within such 10-business-days of OWNER's notice BUYER waives in writing, in its sole discretion, such Disapproved Exception(s), in which event such Disapproved Exception(s) shall be deemed Approved Exception(s) under this Agreement. If this Agreement terminates pursuant to the foregoing sentence, then the Parties shall share equally all charges of the Escrow Agent in connection with this transaction, including the charges of the surveyor; and the parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and the Deposit and all documents and other funds deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing party, except that the Initial Deposit as supplemental shall be returned to OWNER.

SECTION 10

10.1 Close of Escrow.

10.1.1 Simultaneously with the Close of Escrow, Escrow Agent shall issue:

(a) An ALTA Owner's Policy of Title Insurance ("Title Policy") to BUYER in the amount of the Purchase Price, subject only to the following matters:

(i) A lien for real property taxes, bonds, and assessments not then due; and

(ii) Approved Exceptions.

(b) OWNER shall deposit with Escrow Agent on or prior to the Close of Escrow the following documents:

(i) A Grant Deed executed and acknowledged by OWNER conveying to BUYER good and marketable fee simple title to the Property, subject only to the Approved Exceptions ("Deed");

(ii) OWNER's affidavit of non-foreign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit"); and

(iii) Either California Franchise Tax Board Form 593-C or 593-W regarding the withholding of California taxes on the sale of California real estate ("Withholding Affidavit");

(c) BUYER shall deposit with Escrow Agent, on or prior to the Close of Escrow, the balance of the Purchase Price in accordance with Section 3.

The conveyance of the Property to BUYER and the closing of this transaction ("Close of Escrow" or the "Closing") shall take place within twenty one (21) days after Buyer's receipt of required City Use Permits, but in no event later than June 30, 2012.

(d) or on such other date as may be mutually agreed upon by OWNER and BUYER (the "Closing Date").

(e) On the Closing Date, Escrow Agent shall close Escrow as follows:

(i) Record the Deed (marked for return to BUYER) with the Alameda County Recorder (which shall be deemed delivery to BUYER);

(ii) Issue the Title Policy;

(iii) Prorate taxes, assessments, rents, and other charges as provided in Section 8;

(iv) Disburse to OWNER the Purchase Price less prorated amounts and charges to be paid by or on behalf of OWNER;

(v) Charge BUYER for those costs and expenses to be paid by BUYER pursuant to this Agreement and disburse to BUYER any net funds remaining after the preceding disbursements;

(vi) Prepare and deliver to both BUYER and OWNER one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow; and

(vii) Deliver to BUYER the FIRPTA Affidavit and the Withholding Affidavit.

If Escrow Agent is unable simultaneously to perform all of the instructions set forth above, Escrow Agent shall notify BUYER and OWNER and retain all funds and documents pending receipt of further instructions jointly issued by BUYER and OWNER.

(f) Escrow Agent shall prorate the following costs at the Close of Escrow:

(i) OWNER shall pay:

(A) One half of the escrow fee charged by Escrow Agent.

(ii) BUYER shall pay:

(A) All governmental conveyancing fees and taxes due upon transfer of the Property and all recording charges;

(B) The premium for the Title Policy; and

(C) One half of the escrow fee charged by Escrow Agent.

(iii) Real property taxes and all installments of any bond or assessment that constitutes a lien on the Property shall be prorated at the Close of Escrow based on the most current real property tax bill available, including any additional property taxes that may be assessed after the Close of Escrow but that relate to a period prior to the Close of Escrow, regardless of when notice of those taxes is received or who receives the notice.

(iv) Other fees, costs, expenses and charges paid or payable through Escrow shall be prorated and paid in accordance with the customs and standards prevailing in Alameda County, California at that time.

(g) Possession of the Property shall be delivered to BUYER at the Close of Escrow, subject to the possessory rights of any tenants.

SECTION 11

11.1 Damage and Destruction.

If any portion of the Property is damaged by earthquake, mudslide, fire, release of or exposure to any Hazardous Substances, or any other casualty (other than any damage caused by BUYER or its employees, agents, or contractors), and that damage is not repaired prior to the Close of Escrow, BUYER may elect either (i) to terminate this Agreement upon written notice to OWNER, in which event neither party shall have any further obligations under this Agreement except as otherwise provided in this Agreement, or (ii) to proceed with the purchase of the Property, in which event this Agreement shall remain in full force and effect, and OWNER shall pay or assign to BUYER (A) any amount due from or paid by any insurance company, joint powers authority, or any other party as a result of the damage and (B) the amount of any deductible under OWNER's insurance policy. OWNER may be self insured for the Property.

SECTION 12

12.1 Condemnation.

If any portion of the Property is taken by condemnation or eminent domain or is the subject of a threatened or pending condemnation or eminent domain proceeding that has not been consummated prior to the Close of Escrow, OWNER may elect either to terminate this Agreement upon written notice to OWNER and Escrow Agent or to consummate this Agreement, in which event OWNER shall assign to BUYER OWNER's rights to all awards for

the condemnation or taking. Upon termination, neither party shall have any further obligations under this Agreement except as otherwise provided in this Agreement.

SECTION 13

13.1 Liquidated Damages.

IF BUYER FAILS TO COMPLETE THE PURCHASE PROVIDED FOR IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF BUYER, OWNER SHALL BE RELEASED FROM OWNER'S OBLIGATION TO SELL THE PROPERTY TO BUYER AND MAY PROCEED AGAINST BUYER UPON ANY CLAIM OR REMEDY THAT OWNER MAY HAVE IN LAW OR EQUITY; PROVIDED, HOWEVER, THAT, BY INITIALING THIS SECTION 12, BUYER AND OWNER AGREE THAT IN THE EVENT OF DEFAULT BY BUYER, AND OWNER IS NOT OTHERWISE IN DEFAULT, (A) IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES; (B) AN AMOUNT EQUAL TO THE DEPOSIT AND ALL INTEREST THEREON UNDER THIS AGREEMENT SHALL CONSTITUTE LIQUIDATED DAMAGES PAYABLE TO OWNER; (C) THE PAYMENT OF THE LIQUIDATED DAMAGES TO OWNER SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF OWNER; (D) OWNER MAY RETAIN THAT PAYMENT ON ACCOUNT OF THE PURCHASE PRICE FOR THE PROPERTY AS LIQUIDATED DAMAGES; AND (E) PAYMENT OF THOSE SUMS TO OWNER AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT INSTEAD, IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO OWNER PURSUANT TO SECTIONS 1671, 1676, AND 1677 OF THE CALIFORNIA CIVIL CODE.

MM / _____ **[Initials of BUYER and OWNER]**

SECTION 14

14.1 OWNER's Representations and Warranties.

14.1.1 OWNER represents and warrants to BUYER that as of the date of this Agreement and as of the Close of Escrow:

(a) To the best of OWNER's knowledge:

(b) OWNER has full right, power and authority to enter into this Agreement and to perform his obligations hereunder.

(c) This Agreement constitutes the legal, valid and binding obligation of OWNER and is enforceable against OWNER in accordance with its terms. Neither this Agreement or the consummation of any of the transactions contemplated hereby violated or shall violate any provisions of any agreement or document to which OWNER is a party or to which OWNER is bound. Except as provided in this Agreement, no consent from any third party is required before any of the Property may be conveyed to BUYER.

14.1.2 OWNER shall promptly notify BUYER of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow, and OWNER confirms that the representations contained in this Agreement continue to be true as of the Close of Escrow.

14.1.3 OWNER and BUYER acknowledge and agree that prior to the Close of Escrow, BUYER shall have had full opportunity to inspect the Property and by proceeding with the Closing shall have accepted the Property in its current and "as is" condition, subject only to the accuracy of OWNER's representations and warranties set forth in this Agreement.

SECTION 15

15.1 OWNER's Covenants.

15.1.1 Commencing with the execution of this Agreement by both parties and until the Close of Escrow:

(a) OWNER shall not permit any liens, encumbrances, or easements to be placed on the Property, other than the Approved Exceptions, nor shall OWNER enter into any agreement regarding the sale, lease, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on BUYER or the Property after the Close of Escrow without the prior written consent of BUYER.

(b) OWNER shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear.

SECTION 16

16.1 BUYER's Representations and Warranties.

16.1.1 BUYER represents and warrants to OWNER that as of the date of this Agreement and as of the Close of Escrow:

(a) BUYER has the legal right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the persons executing this Agreement on behalf of BUYER, have the right, power and authority to do so; and

(b) This Agreement constitutes the legal, valid and binding obligation of BUYER, and is enforceable against BUYER in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, and similar laws for enforcement of creditor's rights or other principles relating to or limiting the rights of contracting parties generally. Neither this Agreement nor the consummation of any of the transactions contemplated hereby violates or shall violate any provisions of any agreement or document to which BUYER is a party or to which BUYER is bound. Except as provided in this Agreement, no consent from any third party is required before any of the Property may be purchased by BUYER.

SECTION 17

17.1 Brokers.

With the exception of OWNER's retention of CB Richard Ellis and BUYER's retention of Korman & Ng Real Estate Services, each party warrants and represents to the other that no brokers have been retained or consulted in connection with this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses,

costs, or liabilities arising in connection with a breach of that party's representation, under this section of the Agreement.

SECTION 18

18.1 Assignment.

BUYER shall not have the right to assign its rights and liabilities under this Agreement to any party.

SECTION 19

19.1 Attorney Fees.

If litigation is commenced between the parties, the Prevailing Party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

SECTION 20

20.1 Notices.

20.1.1 All notices to be given under this Agreement shall be in writing and sent by:

(a) Certified mail, return receipt requested, in which case notice shall be deemed delivered five (5) business days after deposit, postage prepaid in the United States Mail;

(b) A nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier;

(c) Hand delivery, in which case notice shall be deemed delivered upon receipt; or

(d) Telecopy or similar means if a copy of the notice is also sent by United States Certified Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means, provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

To OWNER:
Berkeley Unified School District
2134 Martin Luther King Way
Berkeley, CA 94703
Attn: William Huyett, Superintendent
Telephone: (510) 644-8764
Fax: (510) 644.8885

With a copy to:
Marilyn J. Cleveland, Esq.
Dannis Woliver Kelley
71 Stevenson Street, 19th Floor
San Francisco, CA 94105
Telephone: (415) 543-4111
Fax: (415) 543-4384

To BUYER:
German International School of Silicon Valley, Inc.
310 Easy Street
Mountain View, CA 94043
Attn: Mark Nitzberg, Board Vice President
Telephone: (650) 254-0748
Fax: (650) 254-0749

SECTION 21

21.1 Entire Agreement.

This Agreement and the documents referenced herein contain the entire agreement between the Parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

SECTION 22

22.1 Severability.

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

SECTION 23

23.1 Waivers.

A waiver of a breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other breach or of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

SECTION 24

24.1 Construction.

The Section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The Section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it. Unless

otherwise indicated, all references to Sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

SECTION 25

25.1 Merger.

All of the terms, provisions, representations, warranties, and covenants of the Parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Deed or other documents.

SECTION 26

26.1 Counterparts.

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

SECTION 27

27.1 Time of the Essence.

Time is of the essence of this Agreement.

SECTION 28

28.1 Successors.

This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, successors, and assigns.

SECTION 29

29.1 Governing Law.

This Agreement shall be governed and construed in accordance with California law.
The Parties have executed this Agreement as of the dates written below.

OWNER

DATE:

BERKELEY UNIFIED
SCHOOL DISTRICT

By:_____
William Huyett, Superintendent

BUYER

DATE: Sept. 6, 2011

GERMAN INTERNATIONAL SCHOOL OF
SILICON VALLEY, INC.

By_____
Name: Mark Nitzberg
Title: Board Vice President

EXHIBIT A
(Property Description)

EXHIBIT A

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF BERKELEY, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT A POINT ON THE EASTERN LINE OF LEROY AVENUE DISTANT THEREON 176.24 FEET NORTHERLY FROM THE NORTHERN LINE OF CEDAR STREET AND RUNNING THENCE NORTHERLY ALONG THE EASTERN LINE OF LE ROY AVENUE 60 FEET; THENCE EASTERLY PARALLEL WITH THE NORTHERN LINE OF CEDAR STREET 88.55 FEET; THENCE AT RIGHT ANGLES SOUTHERLY 59.85 FEET; THENCE WESTERLY PARALLEL WITH THE NORTHERN LINE OF CEDAR STREET 92.74 FEET TO THE POINT OF BEGINNING.

BEING THE NORTHERN 59.85 FEET OF LOT THIRTEEN AS SAID LOT IS SHOWN ON THAT MAP ENTITLED, "LA LOMA PARK" FILED IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, CALIF., NOVEMBER 12, 1900 IN BOOK 16 OF MAPS, AT PAGE 13.

PARCEL 2:

LOT 10 IN BLOCK 5, AS SAID LOT AND BLOCK ARE SHOWN ON MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902 IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 3:

BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF LA LOMA AVENUE WITH A LINE DRAWN PARALLEL WITH THE NORTHERN LINE OF LOT 12 AND DISTANT THEREFROM SOUTHERLY 40 FEET AS SAID AVENUE AND LOT ARE SHOWN ON MAP HEREINAFTER REFERRED TO; RUNNING THENCE WESTERLY ALONG SAID PARALLEL LINE SO DRAWN 146.46 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID LOT 12; THENCE SOUTHERLY ALONG SAID LINE OF SAID LOT 12, 275 FEET TO THE SOUTHERN LINE OF SAID LOT 12; THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID LOT 12, 108.55 FEET; THENCE AT RIGHT ANGLES NORTHERLY 20 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTHERN LINE OF SAID LOT 12, 103.03 FEET, MORE OR LESS, TO SAID WESTERN LINE OF SAID LA LOMA AVENUE; THENCE NORTHERLY ALONG SAID LINE OF LA LOMA AVENUE TO THE POINT OF BEGINNING.

Continued on Page 3

LEGAL DESCRIPTION (CONTINUED):

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE WESTERN LINE OF LOT 12, AS SAID LOT IS SHOWN ON MAP HEREINAFTER REFERRED TO, DISTANT THEREON 40 FEET SOUTHERLY FROM THE NORTHWESTERN CORNER OF SAID LOT AND RUNNING THENCE NORTH 80° 39' EAST, PARALLEL WITH THE NORTHERLY LINE OF SAID LOT, 146.46 FEET TO THE WESTERN LINE OF LA LOMA AVENUE; THENCE SOUTHERLY ALONG THE WESTERN LINE OF LA LOMA AVENUE 145.36 FEET; THENCE SOUTH 80° 39' WEST 51.0 FEET; THENCE NORTHWESTERLY CURVING TO THE RIGHT ON AN ARC WITH A RADIUS OF 225 FEET AND A LONG CHORD WHICH BEARS NORTH 46° 53' WEST 180.55 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 12 AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "LA LOMA PARK, BERKELEY, ALAMEDA COUNTY, CA.", FILED NOVEMBER 12, 1900 IN BOOK 16 OF MAPS, PAGE 13, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXCEPTING THEREFROM:

THAT PORTION OF PREMISES DESCRIBED IN THE DEED TO THE CITY OF BERKELEY, RECORDED JUNE 18, 1962, REEL 610, IMAGE 300, OFFICIAL RECORDS, INSTRUMENT NO. AT/81795, ALAMEDA COUNTY RECORDS.

PARCEL 4:

LOT NO. 7 IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 5:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN LINE OF HILLSIDE WAY AT THE WESTERN LINE OF LOT NO. 6, IN BLOCK NO. 5, AS SAID WAY, LOT AND BLOCK ARE SHOWN ON THE MAP HEREAFTER REFERRED TO; RUNNING THENCE EASTERLY ALONG SAID LINE OF SAID WAY, 9.78 FEET TO THE WESTERN LINE OF LOT NO. 9, IN SAID BLOCK NO. 5, AS SHOWN ON SAID MAP; THENCE SOUTHERLY ALONG SAID LINE OF SAID LOT NO. 9, 1.66 FEET TO THE SOUTHWESTERN CORNER THEREOF; THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID LOT 9, 40.35 FEET TO THE NORTHEASTERN CORNER OF SAID LOT 6; THENCE SOUTHERLY ALONG THE EASTERN LINE OF SAID LOT 6, 60 FEET; THENCE AT RIGHT ANGLES WESTERLY, 50 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID LOT 6; THENCE NORTHERLY ALONG SAID LAST MENTIONED LINE, 60 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 6 IN BLOCK 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO. CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

Continued on Page 4

LEGAL DESCRIPTION (CONTINUED):

PARCEL 6:

BEGINNING AT A POINT ON THE EASTERN LINE OF LE ROY AVENUE FORMERLY LOOKOUT PLACE, DISTANT THEREON SOUTHERLY 110.12 FEET FROM THE NORTHWESTERN CORNER OF LOT NO. 13, AS SAID STREET AND LOT ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE NORTHERLY ALONG SAID EASTERN LINE OF LE ROY AVENUE 50.12 FEET TO THE SOUTHWESTERN CORNER OF THE LOT OF LAND HERETOFORE CONVEYED BY GEORGE P. W. JENSEN AND HATTIE L. JENSEN, HIS WIFE TO ROSA A. COXEN, SINGLE BY DEED DATED DECEMBER 26, 1906, AND RECORDED JANUARY 17, 1907 IN BOOK 1268 OF DEEDS, PAGE 336; RUNNING THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID LAND SO CONVEYED TO ROSA A. COXEN, 93 FEET, MORE OR LESS, TO THE EASTERN LINE OF LOT NO. 13, AS PER SAID MAP, AND DISTANT THEREON 60 FEET SOUTHERLY FROM THE NORTHEASTERN CORNER OF SAID LOT NO. 13; THENCE SOUTHERLY ALONG SAID EASTERN LINE OF SAID LOT NO. 13, 50 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 13, AS SAID LOT IS DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "LA LOMA PARK, BERKELEY, ALAMEDA COUNTY, CALIFORNIA, C. K. HUGGINS, TOWN ENGINEER, OCTOBER 1900", FILED NOVEMBER 12, 1900, IN BOOK 16 OF MAPS, PAGE 13 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA.

PARCEL 7:

BEGINNING AT THE INTERSECTION OF THE SOUTHERN LINE OF LOT NO. 2, HEREINAFTER REFERRED TO, WITH THE EASTERN LINE OF LE ROY AVENUE, AS SAID LOT AND AVENUE ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE NORTHERLY ALONG SAID LINE OF LE ROY AVENUE, 50 FEET; THENCE NORTH 71° 59' EAST 110 FEET; THENCE SOUTHERLY PARALLEL WITH THE SAID LINE OF LE ROY AVENUE, 51 FEET TO THE SAID SOUTHERN LINE OF LOT NO. 2; THENCE SOUTH 71° 50' WEST ALONG SAID LAST NAMED LINE 110 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 2, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT", FILED OCTOBER 15, 1902, BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 8:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF HILLSIDE WAY WHERE THE SAME IS INTERSECTED BY THE EASTERN LINE OF LOTS NOS. 2 AND 3, IN BLOCK NO. 5, AS SAID WAY AND LOTS AND BLOCK ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID EASTERN BOUNDARY LINE 110 FEET; THENCE SOUTH 71° 50' WEST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT NO. 2, 40 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERN BOUNDARY LINE OF SAID LOT NO. 2, 50 FEET; THENCE SOUTH 71° 50' WEST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT NO. 3, 10 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERN BOUNDARY LINE OF SAID LOT NO.. 3, 60 FEET, MORE OR LESS, TO SAID LINE OF HILLSIDE WAY; THENCE EASTERLY ALONG SAID LINE OF HILLSIDE WAY, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Continued on Page 5

LEGAL DESCRIPTION (CONTINUED):

BEGINNING AT A POINT ON THE SOUTHERN LINE OF HILLSIDE WAY WHERE THE SAME IS INTERSECTED BY THE EASTERN LINE OF LOTS NOS. 2 AND 3, IN BLOCK NO. 5, AS SAID WAY AND LOTS AND BLOCK ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID EASTERN BOUNDARY LINE 110 FEET; THENCE SOUTH 71° 50' WEST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT NO. 2, 40 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERN BOUNDARY LINE OF SAID LOT NO. 2, 5O FEET; THENCE SOUTH 71° 50' WEST ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT NO. 3, 10 FEET; THENCE NORTHERLY PARALLEL WITH SAID EASTERN BOUNDARY LINE OF SAID LOT NO.. 3, 60 FEET, MORE OR LESS, TO SAID LINE OF HILLSIDE WAY; THENCE EASTERLY ALONG SAID LINE OF HILLSIDE WAY, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 9:

BEING LOT NO. 9, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED ON A CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK, AND THE WHEELER TRACT", FILED OCTOBER 15, 1902, IN BOOK 10 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA.

PARCEL 10:

LOT NO. 8 IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK, AND THE WHEELER TRACT, BERKELEY, ALA. CO., CAL.", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY OF ALAMEDA

PARCEL 11:

BEGINNING AT THE INTERSECTION OF THE NORTHERN LINE OF LE ROY AVENUE, WITH THE EASTERN LINE OF LOT NO. 6, HEREINAFTER REFERRED TO; RUNNING THENCE NORTHERLY ALONG SAID LINE OF LOT NO. 6, 81.70 FEET; THENCE AT RIGHT ANGLES WESTERLY 50 FEET, MORE OR LESS, TO THE WESTERN LINE OF SAID LOT NO. 8; THENCE SOUTHERLY ALONG SAID LINE OF LOT 6, 27.40 FEET, MORE OR LESS, TO A POINT DISTANT THEREON NORTHERLY, 71.81 FEET FROM THE NORTHERN LINE OF SAID LE ROY AVENUE; THENCE AT RIGHT ANGLES EASTERLY 3 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WESTERN LINE OF SAID LOT NO. 6, 71 FEET, MORE OR LESS, TO THE NORTHERN LINE OF SAID LE ROY AVENUE; THENCE EASTERLY ALONG SAID LAST MENTIONED LINE, 50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 6 IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902 IN BOOK 19 OF MAPS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

Continued on Page 6

LEGAL DESCRIPTION (CONTINUED):

PARCEL 12:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF BUENA VISTA WAY, FORMERLY HILLSIDE WAY, AT THE INTERSECTION THEREOF WITH THE WESTERN LINE OF LOT NO. 4, IN BLOCK NO. 5, AS SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID LAST NAMED LINE, 85 FEET; THENCE AT RIGHT ANGLES EASTERLY, 50 FEET, MORE OR LESS, TO THE EASTERN LINE OF SAID LOT NO. 4; THENCE NORTHERLY ALONG SAID LAST NAMED LINE TO THE SAID LINE OF BUENA VISTA WAY; THENCE WESTERLY ALONG SAID LINE OF BUENA VISTA WAY TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 4, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 13:

BEGINNING AT A POINT ON THE NORTHERN LINE OF LE ROY AVENUE, THE SAID POINT OF BEGINNING BEING THE SOUTHWESTERN CORNER OF LOT 4 IN BLOCK 5, AS PER MAP HEREINAFTER REFERRED TO; RUNNING THENCE NORTHERLY ALONG THE WESTERN LINE OF SAID LOT 4, 87.46 FEET; THENCE AT RIGHT ANGLES EASTERLY TO THE EASTERN LINE OF SAID LOT 4; THENCE SOUTHERLY ALONG THE SAID EASTERN LINE OF LOT 4, TO THE SAID NORTHERN LINE OF LE ROY AVENUE; THENCE WESTERLY ALONG SAID LAST NAMED LINE, 53.21 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 4 IN BLOCK 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY", ETC., FILED OCTOBER 15, 1902 IN BOOK 19 OF MAPS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 14:

LOT NO. 1 IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO. CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 15:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF BUENA VISTA WAY, FORMERLY HILLSIDE WAY, SAID POINT BEING THE NORTHWESTERN CORNER OF LOT NO. 5, BLOCK 5, AS SAID WAY, LOT AND BLOCK ARE SHOWN ON THE MAP HEREINAFTER DESCRIBED; RUNNING THENCE SOUTHERLY ALONG THE WESTERN LINE OF SAID LOT NO. 5, 75.83 FEET; THENCE AT RIGHT ANGLES EASTERLY 50 FEET, MORE OR LESS, TO THE EASTERN LINE OF SAID LOT NO. 5; THENCE NORTHERLY ALONG SAID LAST MENTIONED LINE 87.40 FEET, MORE OR LESS, TO THE SAID LINE OF BUENA VISTA WAY; THENCE WESTERLY ALONG SAID LINE 51.32 FEET TO THE PLACE OF BEGINNING.

Continued on Page 7

LEGAL DESCRIPTION (CONTINUED):

BEING THE NORTHERLY PORTION OF LOT NO. 5, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED ON A CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA.

PARCEL 16:

BEGINNING AT A POINT ON THE LINE DIVIDING LOTS NOS. 4 AND 5 IN BLOCK NO. 5, AS PER MAP HEREINAFTER REFERRED TO; WHERE THE SAME IS INTERSECTED BY THE NORTHERN LINE OF LE ROY AVENUE, RUNNING THENCE NORTHERLY ALONG SAID DIVIDING LINE, 90 FEET; THENCE AT RIGHT ANGLES EASTERLY, 83 FEET, THENCE SOUTHERLY PARALLEL WITH THE LINE DIVIDING LOTS NOS. 5 AND 6 AS PER SAID MAP, 71 FEET, MORE OR LESS, TO THE NORTHERN LINE OF LE ROY AVENUE; AND THENCE WESTERLY ALONG SAID LAST NAMED LINE 56.21 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING PORTION OF LOTS NOS. 5 AND 6 IN BLOCK NO. 5, AS SAID LOTS AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "ALAMEDA MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA CO., CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 17:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF BUENA VISTA WAY, FORMERLY HILLSIDE WAY, DISTANT THEREON 50 FEET WESTERLY FROM THE POINT OF INTERSECTION THEREOF WITH THE LINE DIVIDNG LOTS NOS. 3 AND 4 IN BLOCK NO. 5, AS SAID WAY, LOTS AND BLOCK ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE WESTERLY ALONG SAID LINE OF BUENA VISTA WAY, 64.23 FEET; THENCE CONTINUING ALONG SAID SOUTHERN LINE OF BUENA VISTA WAY AND THE EASTERN LINE OF LE ROY AVENUE, AS SHOWN ON SAID MAP ON THE ARC OF A CIRCLE TO THE LEFT OF THE RADIUS OF WHICH IS 45 FEET, A DISTANT OF 60.45 FEET; THENCE CONTINUING ALONG SAID EASTERN LINE OF LE ROY AVENUE, SOUTHERLY 24.23 FEET; THENCE EASTERLY ALONG THE SOUTHERN LINE OF SAID LOT NO. 3, 100 FEET; THENCE NORTHERLY PARALLEL WITH THE AFORESAID LINE DIVIDING LOTS NOS. 3 AND 4 IN BLOCK NO. 5, 30 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT NO. 3, IN BLOCK NO. 5, AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA COUNTY, CALIFORNIA", FILED OCTOBER 15, 1902, IN BOOK 19 OF MAPS, PAGE 45 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

Continued on Page 8

LEGAL DESCRIPTION (CONTINUED):

PARCEL 18:

THAT PORTION OF LE ROY AVENUE COMMENCING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 5, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "AMENDED MAP OF A PORTION OF LA LOMA PARK AND THE WHEELER TRACT, BERKELEY, ALAMEDA COUNTY, CALIFORNIA," FILED IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY, OCTOBER 15, 1902, AND RUNNING THENCE SOUTHWESTERLY ALONG THE NORTHERN LINE OF LE ROY AVENUE 126.41 FEET; THENCE LEAVING SAID NORTH LINE AND RUNNING NORTHEASTERLY AND SOUTHERLY ON THE ARC OF A CURVE TO THE RIGHT TANGENT TO THE LAST SAID COURSE, THE RADIUS OF WHICH ARC IS 89.12 FEET, A DISTANCE ON SAID ARC OF 170.52 FEET TO THE EASTERN LINE OF LE ROY AVENUE; THENCE NORTHERLY TANGENT TO THE LAST SAID COURSE ALONG SAID EASTERN LINE OF LEROY AVENUE 126.41 FEET TO THE POINT OF COMMENCEMENT.

Continued on Page 9

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Lew Jones, Director of Facilities
DATE: September 14, 2011
SUBJECT: Measure BB Financial Update (Unauditied Actuals FY 2011)

SUMMARY AND DISCUSSION
This report is an update of the Maintenance Yearly Plan and BB expenditures from July 1, 2010 through June 30, 2011. This report is not a comprehensive look at the activities in this fund; that more comprehensive look occurs when the Annual Plan is developed. This report will be presented to the FSMOC on October 6, 2011.

All income and expenses are consistent with previous reports and are based upon State defined object codes unless stated otherwise. This report differs slightly from the other District reports for two reasons. The first is that the hourly cost of the Director of Facilities is listed on this report as a salary and benefit expense, whereas Board reports will show this as an interfund (contract) expense. The second is that the cost to pay the City of Berkeley and Alameda County to collect and administer the taxes related to this Fund is shown as a contract expense in other Board reports, and it is shown here as an abatement to income.

TYPE OF EXPENSE	BOARD PLAN	ACTUAL EXPENSE	VARIANCE
Salaries/Benefits	$3,300,000	$3,293,746	$(6,254)
Supplies	430,000	439,171	9,171
Contracts	700,000	709,844	9,844
Maintenance Initiatives	1,230,000	903,228	(326,772)
Equipment	0	0	0
Indirect Cost	355,000	341,800	(13,200)
TOTAL	**$6,015,000**	**$5,687,789**	**$(327,211)**

EXPENDITURES

SALARIES AND BENEFITS
The projected expenditures for salaries, benefits and overtime is $6,254 less than contained in the Annual Plan.

The salary and benefits budget includes costs for the following list of

permanent staff positions. Please note that we list some jobs by functional area; we feel this provides the information in a more meaningful way.

POSITIONS

Managers	1.64 permanent
Supervisors	2 permanent
Administrative Coordinators	2.15 permanent
Trade Leads	3 permanent
Security Engineer	1 permanent
Maintenance Engineers	9 permanent
Trade Specific	3 permanent
Maintenance Technician	5 permanent
General Maintenance	2 permanent
Grounds Lead Worker	2 permanent
Grounds	8 permanent
Vehicle Mechanics	0.45 permanent
Security Personnel	1 permanent (0.5 FTE of two positions)
Total	**40.24**

The chart details FY 11, small changes were made in the FY 2012 Annual Plan. We do not detail the 5% of head custodians charged to the Measure BB Fund in the chart above.

SUPPLIES

The expenses for supplies are $9,171 more than projected in the 2011 Annual Plan.

CONTRACTED SERVICES

The expenditures for routine contracted services are $9,844 more than projected in the Annual Plan.

Maintenance initiative contract expenditures are $326,772 less than projected in the Annual Plan. We are about 10% less than predicted at second interim. Most of this change from second interim is due to how much of the summer projects were predicted to happen this summer before June 30, 2011 as opposed to work that will happen this summer after June 30, 2011.

EQUIPMENT

There were no planned and no actual equipment expenditures in the Fund.

INDIRECT COSTS

The indirect/direct costs are $13,200 less than planned. As personnel,

supplies, and contract expenses decrease, the charge to the fund decreases proportionally.

TOTAL EXPENDITURES
The changes detailed result in a $327,211 decrease of projected expenses compared to the budget contained in the 2011 Annual Plan.

TOTAL INCOME
The 2011 Annual Plan income projection for Measure BB was $5,270,000. The revised projection is $5,522,067. There is an increase of $81,000 to include the City's "impound" contribution to Measure BB and the remainder is due to an increase in the number of units paying the tax and a minor correction of the projected rate. Most of this increase was predicted at second interim.

INCOME OVER EXPENDITURES
TOTAL INCOME
The income is $5,522,067, an increase of $252,067.

TOTAL EXPENDITURES
The expenditures are $5,687,789, a decrease of $327,211.

TOTAL INCOME OVER EXPENDITURE
The 2010 ending fund balance was $2,025,318. The projected income received from Measure BB including interest for this Fiscal Year is $5,522,067.
The unaudited fund balance for Fiscal Year 2011 is $1,859,596, a decrease of $165,722. The Committee recognized most of the projected fund balance in creating the 2012 Annual Plan. The additional increase recognized in this report may permit the department to accomplish more maintenance initiatives.

DISTRICT GOAL
V-B – Parcel Tax and Bond Revenues: Provide the best possible education for all students by effectively utilizing local parcel tax and bond revenues.

POLICY/CODE
None

FISCAL IMPACT
None

STAFF RECOMMENDATION
Receive Financial Update on Measure BB

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Delia Ruiz, Assistant Superintendent, Human Resources
DATE: September 14, 2011
SUBJECT: Resolution No. 12-02 to Eliminate Specified Classification and Add a New Position

BACKGROUND INFORMATION
A number of years ago, the District designated classifications as Custodian 1, 2, and 3. Custodian 2s and 3s function as lead custodians. The difference between the Custodian 2 and Custodian 3 classification was the size of the campus and the age of the students. Willard and King Middle Schools and the Adult School at West Campus had Custodian 3s. The other schools had Custodian 2s, with Berkeley High having its own unique structure.

In the past few years, the District determined it no longer needed Custodian 3s. When Longfellow became a Middle School, it kept its Custodian 2. When the incumbent at Willard retired almost a decade ago, the position was replaced with a Custodian 2. Approximately five years ago, the King Middle School Custodian 3 promoted into a new position, and the position was filled with a Custodian 2. Recently, the Custodian 3 at Berkeley Adult School has promoted into a new position. With this promotion, there are no incumbent Custodian 3s.

The District has no need to maintain a Custodian 3 classification because there are no incumbents and no need to fill future Custodian 3 positions. The vacant Custodian 3 at Berkeley Adult School can be eliminated and a Custodian 2 position created in its stead.

In light of Education Code requirements, it is necessary for the Governing Board to set forth and act on this elimination of this classification.

DISTRICT GOAL:
V. A . Efficient Use of Resources

POLICY/CODE
Education Code Section 45117

FISCAL IMPACT
None

STAFF RECOMMENDATION
Approve Resolution.

BOARD OF EDUCATION OF THE
BERKELEY UNIFIED SCHOOL DISTRICT
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

In the Matter of the Elimination of Specified Classification of the Classified Service	)))))	**RESOLUTION NO. 12-02** RESOLUTION TO ELIMINATE CLASSIFICATION

WHEREAS, due to lack of work and/or lack of funds in the Berkeley Unified School District, the Board of Education hereby finds it necessary and in the best interest of the District to eliminate the following classification of the classified service as specified below:

Elimination	**Addition**
Custodian 3 **1.0 FTE** remaining and presently vacant	**Custodian 2** **1.0 FTE**

NOW, THEREFORE, BE IT RESOLVED that as of the close of business **September 15, 2011**, the classified classification set forth above shall be discontinued to the extent herein above set forth.

BE IT FURTHER RESOLVED that the Superintendent or his designee is authorized and directed to not offer employment in the designated classification effective the date and as set forth above.

The foregoing Resolution was **passed** and **adopted** at a meeting of the Board of Education on **September 14, 2011** by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

_____
Clerk, Board of Education

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Kay Altizer, Executive Director, Special Education
DATE: September 14, 2011
SUBJECT: Resolution Adopting North Region SELPA Local Plan for Special Education

BACKGROUND INFORMATION
Education Code 56205 requires each Special Education Local Plan Area (SELPA) to submit a local plan to the State Board of Education to show that it has in effect policies, procedures and programs that are consistent with state laws and regulations governing special education.

Berkeley Unified School District is a member of the North Region SELPA and operates in accordance with the North Region SELPA Local Plan for Special Education.

A copy of the North Region SELPA Local Plan for Special Education is included.

DISTRICT GOAL
V. Resources: Generate an equitably allocate resources for programs and services that enable every student to succeed.

POLICY/CODE
Ed. Code 56205

FISCAL IMPACT
None

STAFF RECOMMENDATION
Approve the resolution adopting the North Region SELPA Local Plan for Special Education.

Berkeley Unified School District

2134 Martin Luther King Jr. Way, Berkeley, California 94704-1180
(510) 644-6206 Fax: (510) 540-5358 www.berkeley.k12.ca.us

William Huyett
Superintendent

This is to certify that in accordance with Federal and State laws and regulations, the North Region SELPA Local Plan has been adopted by the Berkeley Unified School Board of Education, at its regular meeting on September 14, 2011and is the basis for the operation and administration of special education programs. The agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 USC 1400 et.seq, and implementing regulations under 34 *CFR*, Parts 300 and 303, 29 *USC* 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California *Education Code*, Part 30 and Chapter 3, Division 1 of Title V of the California *Code of Regulations*.

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the Local Education Agency and the SELPA office.

Adopted this 14th day of 2011

Yeas: _____ Nays: _____

Signed: _____

Title: Superintendent

North Region SELPA

Special Education Local Plan

Adopted:

NORTH REGION SPECIAL EDUCATION LOCAL PLAN AREA

Local Plan Committee 2011

The North Region SELPA wishes to acknowledge the 2011 Local Plan Committee for the time that they each devoted to developing this revision of the Local Plan. The committee members were:

Nick Berger	Program Specialist, Albany Unified School District
Ruth Breslin	Parent, Berkeley Unified School District & CAC Chairperson
Leslie Epstein	Special Education Teacher, Emery Unified School District
Susan Mitchell	Special Education Director, Alameda Unified School District
Suzanne A. Nelson	Director, North Region SELPA
Martha Schultz	Program Specialist, North Region SELPA
Susan Stevenson	Director, Albany Children's Center
Fiona Wong	Parent, Albany Unified School District

NORTH REGION SPECIAL EDUCATION LOCAL PLAN AREA

TABLE OF CONTENTS

NORTH REGION SPECIAL EDUCATION LOCAL PLAN AREA

Participating Local Educational Agencies

The local educational agencies (LEAs) participating in the North Region SELPA are:

Alameda Unified School District
Albany Unified School District
Berkeley Unified School District
Emery Unified School District
Piedmont Unified School District

Governance and Administrative Structure
20 USC §1412(a)(13)
30 EC 56195; 56195.1(b); 56195.5(a)(b); 56205(a)(12)

The North Region Special Education Local Plan Area (SELPA) is a multi-district SELPA comprised of five local educational agencies (LEAs) joined together to provide for the coordinated delivery of programs and services to special needs students. The Albany Unified School District is designated as the Administrative Unit (AU) for the North Region SELPA. In adopting the local plan, each participating LEA agrees to carry out the duties and responsibilities assigned to it within the plan and to ensure equal access to programs and services to eligible persons requiring special education in the service region.

The governance structure of the SELPA is established by agreement among the school boards of the member LEAs. It consists of the Policy Board, the Director's Council, and the Community Advisory Committee. The SELPA Director may convene additional advisory committees. The SELPA Director is responsible for coordination of the SELPA and implementation of the local plan.

Policy Board
30 EC 56205(a)(12)(A); 56205(a)(12)(D)(i)

The Policy Board is made up of the superintendents from each of the five districts. A quorum shall consist of three members. A chair and vice-chair shall be elected annually. The SELPA Director is an ex-officio member.

The Policy Board meets a minimum of four times per school year. All meetings of the policy board shall be held according to law and the Brown Act. The notice and minutes of all regular meetings shall be sent to all district superintendents.

It is the responsibility of the Policy Board to review and approve amendments to

the local plan, the SELPA annual service and budget plans, program transfers, and any changes in the income distribution model. The Policy Board provides input to and approves the evaluation of the SELPA Director.

All policy board members have one vote and decisions will be made by a majority vote except in circumstances where state or federal mandates require a unanimous vote.

The Policy Board shall:

- Coordinate and implement the SELPA Local Plan
- Adopt policy for the SELPA
- Appoint a SELPA Director
- Evaluate the SELPA Director
- Approve an agreement with Administrative Unit for services
- Adopt an operations budget for the SELPA including regionalized services and program specialists funds at an annual cost not to exceed the available funds for such service
- Approve interagency agreements
- Approve the Annual Budget and Allocation Plan for submission to the state
- Approve the Annual Service Plan for submission to the state
- Monitor compliance as required by law
- Provide for an annual audit of all income and expenditures, as required by law
- Receive recommendations from the Community Advisory Committee, Directors' Council, LEA Boards, and other concerned agencies and individuals
- Decide disputes, if any, between participating LEAs that arise concerning special education related matters or related to the interpretation of the Local Plan or Local Plan (JPA), and other agreements or policies between or among the LEAs

Community Advisory Committee (CAC)
30 EC 56205(b)(6)

The North Region SELPA Community Advisory Committee (CAC) serves in an advisory capacity. CAC membership includes parents of individuals with exceptional needs enrolled in public or private schools, parents of other students enrolled in school, students with disabilities, adults with disabilities, general education teachers, special education teachers, other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. At least a majority of the CAC shall be composed of parents of students enrolled in schools participating in the local plan and at least a majority of such parents shall be parents of individuals

with exceptional needs.

CAC members shall be appointed by LEA school boards. The SELPA Director or SELPA designee serves as a voting ex officio member of the CAC and acts as the liaison between the CAC and the SELPA Policy Board.

CAC responsibilities include:

a. Advising the SELPA Policy Board and the SELPA Director regarding the development and review of the Local Plan.
b. Assisting in parent education and in recruiting parents and other volunteers
c. Encouraging community involvement to participate in CAC
d. Supporting activities on behalf of individuals with exceptional needs
e. Assisting in parent awareness of the importance of regular school attendance

The CAC shall have regularly scheduled meetings at least once every two months for ten months a year. The SELPA Director/designee will present the CAC's input to the Policy Board for consideration.

Announcements of CAC meetings and activities will be distributed to parents of children with special needs in the SELPA. In addition, information will be posted on the SELPA web page.

SELPA Directors' Council
30 EC 56205(a)(12)(D)(ii)(lll)

The SELPA Directors' Council consists of a special education administrator from each participating LEA as well as the program specialist from the SELPA and is convened as determined necessary by the SELPA Director.

The purpose of the directors' council is to provide input to the SELPA Director regarding special education program needs; policies, procedures, agreements, and forms; and the development and implementation of personnel development programs. Meetings of the director's council also provides participants with a venue for sharing ideas regarding issues such as IEP development and implementation, curriculum scope and sequence, student performance targets, assessments, instructional best practices, and day-to-day operations.

SELPA Director
30 EC 56205(a)(12)(D)(ii); 56836.23

The AU is responsible for the recruitment of the SELPA Director. The selection of a candidate for the position of SELPA Director shall be the responsibility of the Policy Board. The Policy Board conducts the evaluation of the SELPA Director and the Policy Board approves the evaluation.

The SELPA Director assures equal access to all programs and services in the SELPA and provides advice to members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, on the availability of established due process and legal service options and procedures. In cooperation with the State Department of Education, the SELPA Director provides information to assure that all special education pupils receive due process of law. Specific duties include, but are not limited to:

a. Develop and monitor Interagency involvement
b. Develop and monitor Non-public school/agency contracts and services
c. Determine and evaluate Program Specialist services
d. Complete evaluation, program review, and data collection
e. Assist in curriculum and program development
f. Hire, monitor and evaluate SELPA personnel
g. Assist and conduct staff development
h. Allocate resources according to SELPA policy
i. Participate in dispute resolution
j. Coordinate necessary services for individuals with exceptional needs and LEAs

Regionalized Services and Program Specialists

Assurances
30 EC 56205(a)(12)(B)

As a condition of receiving funds for regionalized services and the direct instructional support of program specialists, the SELPA assures that all regionalized operations and services listed below are provided in accordance with the local plan:

a. A coordinated system of identification and assessment
b. A coordinated system of procedural safeguards
c. A coordinated system of staff development and parent education
d. A coordinated system of curriculum development and alignment with the core curriculum
e. A coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism.
f. A coordinated system of data collection and management

g. Coordination of interagency agreements
h. Coordination of services to medical facilities
i. Coordination of services to licensed children's institutions and foster homes
j. Preparation and transmission of required SELPA reports
k. Fiscal and logistical support of the CAC
l. Coordination of career, vocational and transition services
m. Coordination of transportation services for individuals with exception needs
n. Means by which full educational opportunity is ensured
o. Fiscal administration and the allocation of state and federal funds

North Region SELPA Program Specialist
30 EC 56205(a)(12)(B); 56368

The North Region SELPA Program Specialist is employed through the AU and serves the SELPA under the direction of the SELPA Director. The SELPA Director evaluates the program specialist.

The program specialist must hold at least one of the following: a valid California Education Specialist credential, a California Special Education credential, a basic Pupil Personnel Services credential, or a Pupil Personnel Services credential in School Psychology, Counseling, or Social Work. The SELPA Program Specialist shall have advanced training and related experiences in the education of individuals with disabilities and a specialized in-depth knowledge in one or more areas of disabling condition. A program specialist may do all of the following:

a. Plan and implement staff development and innovation of special methods and approaches for the instruction of individuals with exceptional needs.
b. Assist districts in the identification, selection, and use of instructional materials, curriculum and methodologies.
c. Assist in supervision of selected support staff within the member districts to assure quality services are provided to students and parents.
d. Serve as intake coordinator for SELPA Alternate Dispute Resolution Program.
e. Serve as liaison between member districts, SELPA, and other public agencies to ensure timely services are provided.
f. Assist districts in monitoring compliance with state and federal laws.
g. Assist in the development of SELPA policies, local plan, and procedures related to the provision of special education and related services.
h. Provide coordination and consultation in program development within member districts.
i. Assist in placement of students outside of their districts of residence into member districts, neighboring SELPAs, nonpublic schools, etc.
j. Provides other services as directed by the Director of North Region

SELPA.

Roles and Responsibilities of Participating Entities

Administrative Unit (AU)
30 EC 56195; 56195.1; 56195.5; 56205(a)(12)(D)

The AU is the SELPA's fiscal agent and is responsible for implementing the following functions:

a. Receipt and distribution of special education funds for the operation of special education programs and services, pursuant to state and federal law
b. Administrative support, including establishing and maintaining an office for SELPA staff
c. Employment of SELPA staff to coordinate implementation of the local plan

Local Educational Agency (LEA)
30 EC 56205(a)(12)(D)(i)

Board policy of each LEA member of the North Region SELPA Local Plan shall indicate that the LEA is responsible for educating children with disabilities in the least restrictive environment. Placement in special education programs or services occurs only when the nature or severity of the disability is such that the child's education, even with the use of modifications of the general education program or use of supplementary aids or programs, cannot be achieved satisfactorily. Children with disabilities are served in their home districts whenever the needs identified on the individualized education program can be met within the home district. However, it is recognized that some students have unique educational needs that cannot be met in their home districts. Because of such identified unique educational needs, some students receive services from other districts within the SELPA. LEA responsibilities include, but are not limited to:

a. Coordinating and conducting child find activities
b. Developing and providing programs and services for all eligible students residing in the district and for students at private schools located in the district
c. Identifying and serving students in medical, foster or LCI facilities
d. Participating in state/district-wide assessments
e. Operating all special education programs and services in accordance with state and federal laws and regulations

f. Responding to compliance and due process complaints and implementing the decisions of compliance investigations or due process hearings
g. Utilizing the same management information system, forms, procedures and guidelines as all other districts within North Region
h. Collecting and completing state and federal report requirements; including California Special Education Management Information System (CASEMIS) reports, self-reviews, and verification reviews

LEA School Board
30 EC 56205(a)(12)(D)(i)

The school board of each LEA shall approve its participation in the North Region Local Plan for Special Education.

The local school board responsibilities include, but are not limited to:

a. Approval of the Local Plan
b. Adoption of policies and procedures for special education programs and services within their districts
c. LEA compliance with all elements of the local plan
d. Input on SELPA policies and procedures through the superintendent of the LEA
e. Appointment of individuals to the CAC

LEA Superintendents
30 EC 56205(a)(12)(A)

Superintendents of each LEA are responsible to their respective school boards. In addition, district superintendents:

a. Serve as a member of the Policy Board
b. Assist in the identification of special education program and service needs for the North Region SELPA through participation on the Policy Board
c. Communicate SELPA information to their school boards

LEA Special Education Administrators
30 EC 56205(a)(12)(D)(i)(ii)

LEA special education administrators are responsible for the coordination of special education services and programs within their agencies. LEA administrators are also responsible for the implementation of the local plan, and participation in the North Region SELPA Directors' Council.

Income Distribution Model and Maintenance of Effort

20 USC §1413(a)(2)(A)

An income distribution model has been adopted by the North Region SELPA and shall be reviewed and revised on a regular schedule. The model distributes all funds pursuant to applicable state and federal regulations. Districts acknowledge the obligation to maintain the level of general fund contribution towards the provision of special education services at a level equal to or greater than that of the prior year (Maintenance of Effort), in compliance with state and federal mandates.

Annual Budget Plan

30 EC 56205(b)(1)

The North Region SELPA shall adopt an annual budget plan at a public hearing scheduled at a Policy Board meeting in compliance with all legal mandates. The annual budget plan shall identify expected income and expenditures as required by state and federal laws.

Annual Service Plan

30 EC 56205(b)(2)

The North Region SELPA shall adopt an annual service plan at a public hearing scheduled at a Policy Board meeting in compliance with all legal mandates. The service plan provides an overview of the programs and services available within the North Region SELPA.

Programs for Early Childhood Special Education

30 EC 56205(b)(3)

See Memorandum of Understanding between North Region SELPA and Regional Center of the East Bay in the Exhibits section related to services for children aged birth to three years. For a description of programs for early childhood special education programs and services for children aged three

Formatted: Font: (Default) Arial, 12 pt, Font color: Black

Formatted: Font: (Default) Arial, 12 pt, Font color: Black

Formatted: Font: (Default) Arial, 12 pt, Font color: Black

Formatted: Font: (Default) Arial, 12 pt, Font color: Black

through five years of age, see the Annual Service Plan.

Formatted: Font: (Default) Arial, Font color: Black

Nonpublic School Placements
30 EC 56366

Each LEA that contracts with a nonpublic, nonsectarian school shall evaluate the placement of its pupil(s) in such schools on at least an annual basis as part of the annual IEP review. The LEA representative shall also review the master contract, the individual services agreement, and the IEP to ensure that all services agreed upon and specified in the IEP are provided.

Nonpublic, nonsectarian schools are required by the master contract and the IEP to annually evaluate the pupil to determine if they are making appropriate educational progress. The LEA representative shall collaboratively review with the nonpublic, nonsectarian school the evaluations conducted by the nonpublic, nonsectarian school to ensure that they were appropriate and valid for measuring pupil progress. The LEA may choose to administer additional assessments as necessary, with parent consent where required, to determine whether the pupil is making adequate educational progress.

Utilization of General Education Resources
30 EC 56303

Each LEA shall ensure that a pupil is referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. Such resources may include, but not be limited to, response to intervention models, student success teams, early literacy programs, and remedial programs.

Reading Criteria
State Board Requirement

Each LEA shall ensure that all eligible children with disabilities will participate in the California Reading Initiative in order to improve their educational results. Special education instructional personnel will participate in staff development in-service opportunities in the area of literacy that includes:

a. Information about current literacy and learning research

b. State adopted standards and frameworks
c. Increased participation of students with disabilities in statewide student assessments
d. Research-based instructional strategies for teaching reading to a wide range of diverse learners in order to increase the percentage of children with disabilities who are literate

Access to Core Curriculum
34 CFR §300.39(b)(3)(ii)

Each LEA shall ensure that students with disabilities will have access to:

a. All required core curriculum including state adopted core curriculum and supplementary materials
b. Instructional materials and support

Low Incidence Funds
30 EC 56836.22; 56022.5

Funds for low incidence equipment, materials, and supplies as well as for low incidence services are restricted for support of students in the following disability categories: hard-of-hearing, deaf, visual impairment, orthopedic impairment, and deaf-blindness. Member LEAs are responsible for approving and keeping record of all low incidence expenditures.

Request for North Region SELPA Membership by a Charter School
30 EC 56207.5

A request by a charter school to participate as an LEA in the North Region SELPA will not be treated differently from a similar request made by a school district. In reviewing and approving such a request, the following requirements shall apply:

a. The charter school shall participate in state and federal funding for special education and the receive funding in the same manner as other LEAs of the North Region SELPA as specified in the North Region SELPA income distribution model.

b. The charter school shall participate in the governance of the North Region SELPA in the same manner as other LEAs of the North Region SELPA.

c. The addition of new members to the North Region SELPA, as approved by the Policy Board, shall be followed by an amendment to the local plan.

Policies/Procedures/Local Agreements
30 EC 56205

North Region SELPA policies, procedures, and local agreements necessary to support the implementation of the local plan, and as required by legal mandates, have been developed and are available upon request. These documents can be requested through the North Region SELPA office.

Interagency Agreements
17 CCR 52140; 60310

Interagency agreements necessary to support the implementation of the local plan, and as required by legal mandates, have been developed with the following agencies:

a. Regional Center of the East Bay
b. California Children's Services
c. Early Head Start/YMCA of East Bay

Other interagency agreements will be developed as needed. Copies of these documents can be requested through the North Region SELPA office.

Amendments to the Local Plan
30 EC 56195.9

The North Region SELPA Director shall be responsible for the coordination of the development of any proposed amendments to the local plan.

Amendments to the permanent portion of the local plan may be considered at any time. The Policy Board may adopt changes to the local plan on an interim basis, not to exceed one school year. To formally adopt proposed and interim amendments the following procedure shall be followed:

a. A committee comprised of special and regular education teachers and administrators as well as CAC representatives shall be convened to provide input and make recommendations regarding the proposed or

interim amendments to the local plan.

b. The CAC and other advisory groups as determined appropriate by the North Region SELPA Director will review the recommended amendments to the local plan, as presented by the committee, and provide additional input and revision, if needed.
c. The Policy Board will review the recommended amendments, propose any final revisions, and submit the final draft to the Policy Board for approval.
d. The Policy Board will review and approve the final draft amendments of the local plan and submit to the LEA school boards for approval.
e. LEA school boards will review and take action on the recommended amendments to the local plan within 45 days of submission from the Policy Board.
f. Amendments require the approval of each LEA school board.
g. Following approval by all LEA school boards, the SELPA will submit the local plan to the State Department of Special Education for submission to the State Board of Education.

Public/Parent Input
30 EC 56205(b)(4)

All LEA Boards within the North Region SELPA have public comment sections on their agendas, as does the North Region SELPA Policy Board.

The North Region SELPA Administrator and the LEA Special Education Directors are also available to meet with parents or members of the public who may have questions or concerns.

Dispute Resolution
30 EC 56205(b)(5)

If a dispute arises over the responsibility for service provision, governance activities, program transfer, or distribution of funding; or if a school district, including any charter LEA or group of school districts believes that an action taken by the North Region SELPA Policy Board will create an undue hardship on the LEAs; or that an action taken exceeds the authority granted the Policy Board within the Local Plan and/or state or federal statute, the aggrieved district(s) may submit the matter for dispute resolution.

The goal of the North Region SELPA is for disputes to be resolved at the lowest possible level. The first step in the dispute resolution process, therefore, is for the aggrieved party(s) to contact the other party(s) and attempt to resolve the matter informally. If the matter is not resolved at this level, the aggrieved party(s)

may request formal mediation. Any request for mediation must be submitted in writing to the North Region SELPA Director. If the issue is related to an action taken by the Policy Board, the request must be submitted within thirty (30) days of the action taken by the Policy Board. The written request must clearly identify the reason(s) for the request and the potential resolution(s) to the problem. If mediation is not successful, the aggrieved party(s) may request a review by an independent review panel of the results of the mediation. A request for review by an independent review panel must be submitted in writing to the North Region SELPA Director within thirty (30) days of the completion of the mediation process, and must include the reason(s) for the request and the potential resolution(s) to the problem.

BERKELEY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 12-06

Approval of SELPA Local Region Plan

WHEREAS, in accordance with Federal and State laws and regulations, the North Region SELPA Local Plan has been adopted by the Berkeley Unified School Board of Education at its regular meeting on September 14, 2011;

WHEREAS, the North Region SELPA Local Plan is the basis for the operation and administration of special education programs;

WHEREAS, the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the individuals with Disabilities Education Act, 20 USC 1400 et.seq, and implementing regulations under 34 *CFR*, Parts 300 and 303, 29 *USC* 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California *Education Code*, Part 30 and Chapter 3, Division 1 of Title V of the California *Code of Regulations;*

NOW, THEREFORE, BE IT RESOLVED THAT the LEA Superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance;

AND BE IT FURTHER RESOLVED THAT THE LEA Superintendent ensures that policies and procedures converted by this assurance statement are on file at the Local Education Agency and the SELPA Office.

PASSED AND ADOPTED this 14th day of September, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

William Huyett
Secretary of the Board of Education

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
Pauline Follansbee, Director of Fiscal Services
DATE: September 14, 2011
SUBJECT: 2010-2011 Unaudited Actuals

BACKGROUND INFORMATION
The 2010-2011 Unaudited Actuals is a term that refers to the "closed" financial books of the District prior to the independent audit of the financial records. Closing the books means that all known expenditures and revenues for the Fiscal Year 2010-2011 have been posted to the financial ledgers of the District.

The summary of the District's financial status for the year end closing for fiscal year 2010-2011 is included under separate cover as part of the Unaudited Actual Report.

Staff will present information on Unaudited Actuals for Fiscal Year 2010-2011.

DISTRICT GOAL
V. Resources: Generate and equitably allocate resources for programs and services that enable every student to succeed.

FISCAL IMPACT
The District's ending fund balance is in excess of the amount budgeted (estimated actuals).

POLICY/CODE
California Education Code Sections 42122-42129

STAFF RECOMMENDATION
Approve the 2010-2011 Unaudited Actuals

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: September 14, 2011
SUBJECT: Refunding of General Obligation Bonds - Resolution 12-04

BACKGROUND INFORMATION
The current interest rate climate presents an opportunity for the District to restructure its long-term debt by issuing refunded bonds in excess of $60 million. This item is being presented to the Board to approve the refunding of BUSD's Series 2003 General Obligation Bonds and 2004 General Obligation Refunding Bonds with a new refunding general obligation bond of about $60 million. We expect to be able to realize at minimum a present value savings of 4% or $2.5 plus million, for a future value (actual dollar) savings off of the tax roll of $2.7 plus million, with savings structured to occur proportionately more in earlier years to help with future new issues from the District's 2010 Authorization and overall tax rate, compared to the remaining debt service on the Series 2003 General Obligation Bonds and 2004 General Obligation Refunding Bonds. This saving is realized after all costs of issuing the bonds. If the current market does not deteriorate between now and the bond sale date, the savings will be greater.

By most standards, 4% plus present value savings is a healthy amount of savings. Underwriting spread (without bond insurance) is estimated at $412,000, and other costs of issuance at approximately $158,800. The Bonds are expected to be qualified for "bidder's option" bond insurance; that is, the bidding underwriter elects whether to purchase bond insurance on the basis of which way allows the underwriter to make the lowest cost (to taxpayers) bid for the bonds (the trade off is paying insurance premium for obtaining lower interest rates; bidders may or may not elect to buy bond insurance).

If the Board approves this refunding resolution, the competitive sale would take place on or about September 29, 2011 and close on or about November 1, 2011. If adequate savings should not be available September 29, 2011, sale and closing will be postponed until and if adequate savings, as described, are available.

GOAL
V. Resources: Generate and equitably allocate resources for programs and services that enable every student to succeed.

POLICY/CODE
California Education Code 15100-15111
Government Code Section 53550

FISCAL IMPACT
No financial impact on District Funds. Total savings to the taxpayers of BUSD is estimated to be at least $2.7 million, after all costs of issuing the bonds.

STAFF RECOMMENDATION
That the Board adopts the District's Authorizing Resolution No. 12-04 and forms of documents brought forward allowing the administration to proceed with the refunding of the outstanding bond issues listed. KNN Public Finance will assist the District in executing these transactions on behalf of the District.

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

RESOLUTION NO. 12-04

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ITS 2011 GENERAL OBLIGATION REFUNDING BONDS

Adopted September 14, 2011

TABLE OF CONTENTS

ARTICLE VI

THE PAYING AGENT

ARTICLE VII

REMEDIES OF BONDOWNERS

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

ARTICLE IX

MISCELLANEOUS

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

RESOLUTION NO. 12-04

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ITS 2011 GENERAL OBLIGATION REFUNDING BONDS

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

WHEREAS, the Board, on May 29, 2003, issued or caused to be issued its "Berkeley Unified School District General Obligation Bonds, Election of 2000, Series 2003" (the "2003 Bonds"), for authorized school purposes, in the original principal amount of $50,000,000, of which $38,150,000 aggregate principal amount remains outstanding;

WHEREAS, the Board, on November 17, 2004, issued its "Berkeley Unified School District 2004 General Obligation Refunding Bonds" (the "2004 Bonds"), in the original principal amount of $28,950,000, of which $20,105,000 aggregate principal amount remains outstanding, in order to provide funds for the refunding of certain then outstanding bonds of the District, consisting of portions of the District's 1992 General Obligation Bonds, Series B, issued in 1992, 1992 General Obligation Bonds, Series D, issued in 1995, and 1992 General Obligation Bonds, Series F, issued in 1997;

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

WHEREAS, the District intends to issue general obligation refunding bonds pursuant to this resolution and in conformity with the Act to refund, on a current basis, all, outstanding 2003 Bonds and all outstanding 2004 Bonds; and

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

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

ARTICLE I

DEFINITIONS; AUTHORITY

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

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

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

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

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

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

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

"*Bonds*" means the Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bonds at any time Outstanding pursuant to this Resolution.

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

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

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

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

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

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

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

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

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

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

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

providing information or disseminating notices of redemption of obligations similar to the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

"*Resolution*" means this Resolution.

"*Securities Depositories*" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041 Attention: Call Notification Department; or to such other addresses

and/or such other registered securities depositories holding substantial amounts of obligations of types similar to the Bonds.

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

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

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

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

ARTICLE II

THE BONDS

Section 2.01. Authorization. Bonds in the aggregate principal amount of not to exceed seventy million dollars ($70,000,000) are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of Bonds shall be determined on the date of sale thereof in accordance with the Notice of Sale. This Resolution constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and premiums, if any, and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the "Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bonds."

Section 2.02. Terms of Bonds.

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

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

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

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

Each Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to

January 15, 2012, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

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

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

Section 2.03. Redemption of Bonds.

(a) *Optional Redemption*. The Bonds maturing on or before August 1, 2018, are non-callable. The Bonds maturing on August 1, 2019, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on or after August 1, 2018 (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, plus the payment of a premium (expressed as a percentage of the principal amount), payable from any source lawfully available therefor, as follows:

Redemption Dates	Redemption Premium
August 1, 2018 through July 31, 2019	1%
August 1, 2019 and thereafter	0

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

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

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

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

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

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

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

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the District by the facsimile signatures of the President of the Board of Education, the Superintendent or the

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

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

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

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

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

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

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

Section 2.08. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the

Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

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

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

Section 2.11. Book Entry System. Except as provided below, the owner of all of the Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Bonds in the full aggregate principal amount of the Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District shall not have any responsibility or obligation to any participant of DTC (a "Participant"), any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or

any Participant or the payment by DTC or any Participant of any amount in respect of the principal or interest with respect to the Bonds. The Paying Agent shall cause to be paid all principal and interest with respect to the Bonds received from the District only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

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

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

ARTICLE III

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

Section 3.01. Issuance, Award and Delivery of Bonds. At any time after the execution of this Resolution the District may issue and deliver Bonds in the aggregate principal amount of not to exceed seventy million dollars ($70,000,000).

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

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

Section 3.02. Establishment of Costs of Issuance Fund. There is hereby created the "Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bonds Costs of Issuance Fund" (the "Costs of Issuance Fund"), which shall be held and maintained by the Paying Agent as a separate fund, distinct from all other funds thereof. Amounts on deposit in the Costs of Issuance Fund shall be disbursed for the purpose of paying all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the Bonds and charges and fees in connection with the foregoing ("Costs of Issuance"). Payment of the Costs of Issuance shall be made only upon the receipt by the Paying Agent of a written request of the District. Moneys on deposit in the Costs of Issuance Fund shall be invested in money market mutual funds which are rated by Standard & Poor's Credit Ratings Services in one of its two highest rating categories, including funds for which the Paying Agent, its affiliates or subsidiaries provide investment, advisory or other management or administrative services. Interest and earnings derived from the investment of amounts on deposit in the Costs of Issuance Fund shall be retained therein until the Costs of Issuance Fund is closed. On April 17, 2012, all amounts remaining on deposit in the Costs of Issuance Fund shall be withdrawn therefrom by the Paying Agent and transferred to the Director of Finance of Alameda County, for deposit in the Interest and Sinking Fund heretofore established and maintained by Alameda County for the District and the Costs of Issuance Fund shall be closed.

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

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

(b) The Paying Agent, as paying agent for the 2003 Bonds and the 2004 Bonds, shall apply the remaining proceeds of the Bonds to the redemption of the 2003 Bonds and the 2004 Bonds.

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

ARTICLE IV

SALE OF THE BONDS, APPROVAL OF PAYING AGENT AGREEMENT, OFFICIAL STATEMENT

Section 4.01. Sale of the Bonds.

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

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

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

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

(e) *Receipt of Bids*. The Financial Advisor is hereby authorized and directed, on behalf of the Board of Supervisors and the District, to receive the bids at the time and place specified in the Notice of Sale, to examine said bids for compliance with the Notice of Sale and to verify the bid with the lowest true interest cost as provided in the Notice of Sale. In the event two or more bids setting forth identical true interest cost are received, a District Representative may award the Bonds on a *pro rata* basis in such denominations as he or she shall determine. The a District Representative may reject any and all bids and waive any irregularity or informality in any bid. A District Representative shall award the Bonds or reject all bids not later than 24 hours after the expiration of the time prescribed for the receipt of bids unless such time of award is waived by the successful bidder. The maximum true interest cost on the Bonds shall not exceed 12% per annum and the present value savings to be realized by the District as a result of the issuance of the Bonds shall not be less than 4% of the 2003 Bonds and the 2004 Bonds.

(f) *Option for a Negotiated Sale*. If, at any time, it is determined by a District Representative, or the designee thereof, that the competitive sale of the Bonds is not in the best interest of the District or, if at the time of the competitive sale of the Bonds, no bids are received or it is determined by a District Representative, or the designee thereof, that all received bids are unsatisfactory, the Board hereby authorizes the sale of the Bonds to an underwriter identified by the Financial Advisor and approved by a District Representative, or the designee thereof. In such event, the Board hereby authorizes the preparation of a bond purchase agreement among such underwriter, the District and the County, with such terms and conditions as shall be approved by a District Representative, or the designee thereof. In such

case, a District Representative, or the designee thereof, is hereby authorized and directed to execute a bond purchase agreement for and in the name and on behalf of the District; *provided, however,* that in connection with such negotiated sale of the Bonds, the net underwriter's discount, excluding reimbursable expenses of the Underwriter, shall not exceed 2% of the aggregate principal amount of Bonds issued, The maximum true interest cost on the Bonds shall not exceed 12% per annum and the present value savings to be realized by the District as a result of the issuance of the Bonds shall not be less than 4% of the 2003 Bonds and the 2004 Bonds.

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

Section 4.03. Official Statement. The Board of Education hereby approves the Preliminary Official Statement describing the financing, in substantially the form on file with the Secretary of the Board of Education, together with any changes therein or additions thereto deemed advisable by the Superintendent, or any designee thereof. The Board of Education authorizes and directs the Superintendent or the Chief Business Official, or any designee thereof, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Bonds.

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

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

thereof, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

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

Section 4.04. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Bonds are hereby approved, and the President of the Board of Education of the District, the Superintendent and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

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

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

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

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

Section 5.05. Tax Covenants.

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

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

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

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

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

Section 5.06. Acquisition, Disposition and Valuation of Investments.

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

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

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

ARTICLE VI

THE PAYING AGENT

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

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

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

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

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

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required

to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

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

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

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

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

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

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

ARTICLE VII

REMEDIES OF BONDOWNERS

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

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

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

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

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

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

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

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

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

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

action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Bonds.

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

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

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

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

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

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

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

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

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

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

ARTICLE IX

MISCELLANEOUS

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

Section 9.02. Defeasance.

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

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

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

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

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

(b) *Discharge of Liability on Bonds*. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem any Outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the

Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

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

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

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

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

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

(d) *Payment of Bonds After Discharge of Resolution*. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Bonds and remaining unclaimed after the payment is due (whether at maturity or upon call for redemption as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with

respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Bond Register a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

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

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

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

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

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

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

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any

court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the Paying Agent in trust for the benefit of the Bondowners.

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

* * * * * * *

THE FOREGOING RESOLUTION is approved and adopted by the Board of Education of the Berkeley Unified School District this 14th day of September, 2011.

_____
President of the Board of Education

ATTEST:

_____
Clerk of the Board of Education

EXHIBIT A

FORM OF BOND

United States of America
State of California
Alameda County

BERKELEY UNIFIED SCHOOL DISTRICT
2011 General Obligation Refunding Bond

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP:
_____%	August 1, ____	_____ __, 2011	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

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

This Bond is one of a duly authorized issue of bonds of the District designated as "Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bonds" (the

"Bonds"), in an aggregate principal amount of _____ dollars ($_____), all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of Chapter 4 (commencing with section 53550) of Article 9 of Chapter 3 of Division 2 of Title 5 of the California Government Code (the "Act"), and pursuant to Resolution No. ____ of the District adopted September 14, 2011 (the "Resolution"), authorizing the issuance of the Bonds. Reference is hereby made to the Resolution (copies of which are on file at the office of the Secretary of the Board of Education of the District) and the Act for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the District to refund, on a current basis, all outstanding Berkeley Unified School District General Obligation Bonds, Election of 2000, Series 2003, and all Berkeley Unified School District 2004 General Obligation Refunding Bonds.

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

The Bonds maturing on or before August 1, 2018, are non-callable. The Bonds maturing on August 1, 2019, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on or after August 1, 2018 (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, plus the payment of a premium (expressed as a percentage of the principal amount), payable from any source lawfully available therefor, as follows:

Redemption Dates	Redemption Premium
August 1, 2018 through July 31, 2019	1%
August 1, 2019 and thereafter	0

The Bonds maturing on August 1, ____, are subject to mandatory sinking fund redemption prior to their stated maturity date, at the principal amount thereof without premium on each August 1, on and after August 1, ____, to and including August 1, ____, in the principal amounts as set forth in the following table:

Date of Sinking Fund Redemption (August 1)	Sinking Fund Installment Amount

†Maturity

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

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

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

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

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

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

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

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

BERKELEY UNIFIED SCHOOL DISTRICT

By_____
President of the Board of Education

ATTEST:

_____
Clerk of the Board of Education

CERTIFICATE OF AUTHENTICATION

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

Authentication Date:

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By _____
Authorized Signatory

ASSIGNMENT

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

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

Dated: _____

Signature Guaranteed:

_____

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

_____

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

EXHIBIT B

FORM OF NOTICE OF SALE

$_____
(Preliminary, subject to change)
BERKELEY UNIFIED SCHOOL DISTRICT
(Alameda County, California)
2011 General Obligation Refunding Bonds

NOTICE IS HEREBY GIVEN that *electronic or faxed bids* for the purchase of $_____)preliminary, subject to change) aggregate principal amount of Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bonds (the "Bonds"), will be received by the Berkeley Unified School District (the "District") at the time and in the form below specified:

DATE AND TIME: *THURSDAY, SEPTEMBER 29, 2011, at 10:00 A.M. (Pacific Time).*

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

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

ISSUE; BOOK ENTRY: $_____* consisting of fully registered bonds, without coupons. The Bonds will be dated as of their date of delivery, expected to be November 1, 2011, and will be issued in minimum denominations of $5,000. The Bonds will be issued in a book entry only system with no physical distribution of the Bonds made to the public. The Depository Trust Company, New York, New York ("DTC"), will act as depository for the Bonds which will be immobilized in its custody. The Bonds will be registered in the name of Cede & Co., as nominee for DTC, on behalf of the participants in the DTC system and the subsequent beneficial owners of the Bonds.

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

Maturity Date	Principal Amount*	Maturity Date	Principal Amount*
2012		2020	
2013		2021	
2014		2022	
2015		2023	
2016		2024	
2017		2025	
2018		2026	
2019		2027	

*Preliminary, subject to change.

ADJUSTMENT OF PRINCIPAL AMOUNTS AND OF MATURITIES: The maturity amounts set forth above for the Bonds may be adjusted either upward or downward in order to achieve approximately equal annual savings after award of the Bonds has been made to the successful bidder. The successful bidder will be notified of the actual principal amounts and maturity schedule relating to the Bonds within 6 hours after the expiration of the time prescribed for the receipt of proposals. Any increase or decrease will be in $5,000 increments of principal amounts. In the event of any such adjustment, no re-bidding or recalculation of the bids submitted will be required or permitted and no successful bid may be withdrawn. The successful bidder will not be permitted to change the interest rates in its bid.

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

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

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

OPTIONAL REDEMPTION: The Bonds maturing on or before August 1, 2018, are non-callable. The Bonds maturing on August 1, 2019, or any time thereafter, are callable for redemption prior to their stated maturity date at the option of the District, as a whole, or in part on or after August 1, 2018 (in such maturities as are designated by the District, or, if the District fails to designate such maturities, on a proportional basis), and may be redeemed prior to the maturity thereof by payment of all principal, plus accrued interest to date of redemption, plus the payment of a premium (expressed as a percentage of the principal amount), payable from any source lawfully available therefor, as follows:

Redemption Dates	Redemption Premium
August 1, 2018 through July 31, 2019	1%
August 1, 2019 and thereafter	0

SINKING FUND REDEMPTION: Any bidder may, at its option, specify that one or more maturities of the Bonds will consist of term Bonds which are subject to mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof, as designated in the bid of

such bidder. In the event that the bid of the successful bidder specifies that any maturity of Bonds will be term Bonds, such term Bonds will be subject to mandatory sinking fund redemption on August 1 in each year so designated in the bid, in the respective amounts for such years as set forth above under the heading "MATURITIES," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

PURPOSE: The Bonds are to be issued by the District and are authorized pursuant to the provisions of Article 9 of Chapter 3 (commencing with section 53550) of Division 2 of Title 5 of the California Government Code, and the provisions of a resolution of the Board of Education of the District (the "Board") to (a) refund, on a current basis, all outstanding Berkeley Unified School District General Obligation Bonds, Election of 2000, Series 2003, and all outstanding Berkeley Unified School District 2004 General Obligation Refunding Bonds, and (b) pay all necessary legal, financial, engineering and contingent costs in connection therewith.

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

MUNICIPAL BOND INSURANCE; BIDDER'S OPTION: The District has applied to Assured Guaranty Municipal Corp. ("AGM") for a commitment to issue a policy insuring the payment when due of principal of and interest on the Bonds. In the event such a commitment is obtained prior to the sale date, such information will be made available to bidders by AGM. In the event the District obtains a commitment for municipal bond insurance, each bidder shall have the option to elect whether such insurance will be issued. In the event that the winning bidder elects to obtain any policy of municipal bond insurance, the premium for such insurance and the costs of any related ratings will be paid by the bidder, and neither the County nor the District will have any responsibility for payment of such premium and costs.

Bids shall not be conditioned upon the issuance of a municipal bond insurance policy. Subject to the limitations described below, the District and the County will cooperate in any effort to qualify the Bonds for such bond insurance. Neither the District nor the County makes any representation as to whether the Bonds will qualify for municipal bond insurance and satisfaction of any conditions to the issuance of a municipal bond insurance policy shall be the sole responsibility of the bidder. In particular, the County will neither amend nor supplement the Resolution in any way nor will it agree in advance of the sale of the Bonds to enter into any additional agreements with respect to the provision of any such policy. FAILURE OF AGM TO ISSUE ITS POLICY SHALL NOT CONSTITUTE CAUSE FOR A FAILURE OR REFUSAL BY THE SUCCESSFUL BIDDER TO ACCEPT DELIVERY OF OR PAY FOR THE BONDS. IN THE EVENT OF SUCH FAILURE, THE DISTRICT SHALL AMEND THE OFFICIAL STATEMENT AND THE COST OF PRINTING AND MAILING SUCH SUPPLEMENT SHALL BE BORNE BY THE SUCCESSFUL BIDDER ALONE. The successful bidder must provide the District with the municipal bond insurance commitment and information with respect to the municipal bond insurance policy and the insurance provider for inclusion in the final Official Statement within two business days following the award of the bid. The District will require an opinion of counsel to the insurance provider regarding the enforceability of the municipal bond insurance policy, in form reasonably satisfactory to Bond Counsel and the successful bidder.

TERMS OF SALE

INTEREST RATE: No rate of interest may be bid which exceeds 12% per annum. Each rate bid must be a multiple of one-twentieth of one percent (1/20%) or one-eighth of one percent (1/8%). No

Bond shall bear more than one interest rate, and all Bonds of the same maturity shall bear the same rate. Each Bond must bear interest at the rate specified in the bid from its date to its fixed maturity date. The rate on any maturity or group of maturities shall not be more than 4% higher than the interest rate on any other maturity or group of maturities.

FORM OF BID; MAXIMUM DISCOUNT: All bids must be for not less than all of the Bonds hereby offered for sale and for not less than 98.5% of the aggregate par amount thereof. The amount of any discount specified in any bid shall not exceed 1.5% of the aggregate principal amount of the Bonds.

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

Fax Bids. Fax bids or must be faxed to the District, in care of the Financial Advisor, to (510) 208-8282.

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

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

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

THERE IS NO GUARANTEE THAT THE FINANCIAL ADVISOR'S FAX MACHINE WILL BE AVAILABLE TO RECEIVE BIDS PRIOR TO OR AT 10:00 A.M. PACIFIC TIME ON THE DATE LISTED ABOVE. FAX BIDS ARE AT THE RISK OF THE BIDDER. Each fax bid must be in accordance with the terms and conditions set forth herein, and must be submitted on, or in substantial accordance with, the Bid Form attached hereto.

BEST BID: The Bonds will be awarded to the responsible bidder or bidders offering to purchase the Bonds at the *lowest true interest cost* to the District. The true interest cost of each bid will be determined on the basis of the present value of the aggregate future semiannual payments resulting from the interest rates specified by the bidder. The present value will be calculated to the dated date of the Bonds (assumed to be November 1, 2011) and will be based on the proposed bid amount (par value less any discount or plus any premium). For the purpose of making such determination, it shall be assumed that any Bond designated as term bonds by the bidder shall be deemed to be payable on the dates and in the

amounts as shown under the section entitled "MATURITIES" herein. Each bidder is requested, but not required, to state in his bid the percentage true interest cost to the District, which shall be considered as informative only and shall not be binding on either the bidder or the District. The determination of the best bid by the District's financial advisor shall be binding and conclusive on all bidders.

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

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

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

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

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

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

GOOD FAITH DEPOSIT: A good faith deposit ("Deposit") in the form of a certified or cashier's check or a wire transfer, in the amount of $50,000 payable to the order of the U.S. Bank National Association, as paying agent, must be remitted by the winning bidder within 48 hours after the acceptance of its bid. The Deposit shall be cashed by the Paying Agent on behalf of the District and shall then be applied toward the purchase price of the Bonds. If after the award of the Bonds the successful bidder or bidders fail to complete their purchase on the terms stated in their bid, the Deposit will be retained by the District. No interest on the Deposit will accrue to any bidder.

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

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

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

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

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

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

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

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

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

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

were offered at one price to the general public and at a discount from that price to institutional or other investors.

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

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

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

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

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

EXHIBIT C

FORM OF NOTICE OF INTENTION

$_____
(Preliminary, subject to change)
BERKELEY UNIFIED SCHOOL DISTRICT
(Alameda County, California)
2011 General Obligation Refunding Bonds

NOTICE IS HEREBY GIVEN, pursuant to section 53692 of the California Government Code, that the Berkeley Unified School District (the "District") invites bids for the purchase of $_____ (preliminary, subject to change) aggregate principal amount of Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bonds (the "Bonds"). Bids will be received on

THURSDAY, SEPTEMBER 29, 2011

at 9:30 A.M., at the office of KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, California, and the sale will be awarded by the District within 26 hours after the expiration of the time prescribed for the receipt of bids. The sale of the Bonds will be conducted upon the terms and conditions set forth in the Official Notice of Sale for the Bonds. Such Official Notice of Sale and the Preliminary Official Statement describing the Bonds will be distributed to prospective bidders by the financial advisor to the District, KNN Public Finance, 1333 Broadway, Suite 1000, Oakland, CA 94612, telephone (510) 839-8200. Bids will be entertained only from bidders to whom such Official Notice of Sale and Preliminary Official Statement have been distributed.

EXHIBIT D

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

THIS PAYING AGENT/BOND REGISTRAR/COSTS OF ISSUANCE AGREEMENT (this "Agreement"), is entered into as of November 1, 2011, by and between the BERKELEY UNIFIED SCHOOL DISTRICT (the "District"), and U.S. BANK NATIONAL ASSOCIATION (the "Bank"), relating to the $_____ Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bonds (the "Bonds"). The District hereby appoints the Bank to act as Paying Agent, Transfer Agent and Bond Registrar for the Bonds and as Custodian and Disbursing Agent for the payment of costs of issuance relating to the Bonds.

RECITALS

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

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

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

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Definitions.

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

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

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

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

"*Bond*" or "*Bonds*" means any one or all of the $_____ Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bonds.

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

"*District*" means Berkeley Unified School District.

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

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

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

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

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

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

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

ARTICLE TWO

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

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

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

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

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

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

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

ARTICLE THREE

PAYING AGENT

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

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

ARTICLE FOUR

REGISTRAR

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

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

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

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

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

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

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

ARTICLE FIVE

CUSTODIAN AND DISBURSING AGENT

Section 5.01. Receipt of Moneys. The Custodian and Disbursing Agent has received, from _____, the purchaser of the Bonds, the sum of $_____ (which amount includes a good faith deposit of $_____ previously received by the Custodian and Disbursing Agent). Of such amount, $_____ has been transferred to U.S. Bank National Association, as paying agent with respect to the refunding of all outstanding Berkeley Unified School District General Obligation Bonds, Election of 2000, Series 2003, and all outstanding Berkeley Unified School District 2004 General Obligation Refunding Bonds, $_____ has been transferred to the Alameda County Treasurer-Tax Collector for deposit in the Interest and Sinking Fund maintained for the District, and the remaining $_____ has been deposited in a special account to be held and maintained by the Custodian and Disbursing Agent in the name of the District (the "Costs of Issuance Account").

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

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

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

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

ARTICLE SIX

THE BANK

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

Section 6.02. Reliance on Documents, Etc.

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

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

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

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

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

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

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

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

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

Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed for two years after such

deposit will be paid by the Bank to the District, and the District and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the District for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

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

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

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

ARTICLE SEVEN

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BERKELEY UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By _____
Name _____
Title _____

EXHIBIT E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the BERKELEY UNIFIED SCHOOL DISTRICT (the "District") in connection with the issuance by the District of its $_____ Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bonds. (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Board of Education of the District on September 14, 2011 (the "Resolution"). The District covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings when used in this Disclosure Certificate:

"*Annual Report*" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Beneficial Owner*" shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"*Dissemination Agent*" shall mean the District or any successor Dissemination Agent designated in writing by the District and which has filed with the District a written acceptance of such designation. In the absence of such a designation, the District shall act as the Dissemination Agent.

"*EMMA*" or "*Electronic Municipal Market Access*" means the centralized on-line repository for documents to be filed with the MSRB, such as official statements and disclosure information relating to municipal bonds, notes and other securities as issued by state and local governments.

"*Listed Events*" shall mean any of the events listed in Section 5(a) or 5(b) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information which may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Participating Underwriter*" shall mean the original underwriter of the Bonds, required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Section 3. Provision of Annual Reports.

(a) *Delivery of Annual Report*. The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (which currently ends on June 30), commencing with the report for the 2010-11 Fiscal Year, which is due not later than March 31, 2012, file with EMMA, in a readable PDF or other electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date.

(b) *Change of Fiscal Year*. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and subsequent Annual Report filings shall be made no later than nine months after the end of such new fiscal year end.

(c) *Delivery of Annual Report to Dissemination Agent*. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) (or, if applicable, subsection (b)) of this Section 3 for providing the Annual Report to EMMA, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall notify the District.

(d) *Report of Non-Compliance*. If the District is the Dissemination Agent and is unable to file an Annual Report by the date required in subsection (a) (or, if applicable, subsection (b)) of this Section 3, the District shall send a notice to EMMA substantially in the form attached hereto as Exhibit A. If the District is not the Dissemination Agent and is unable to provide an Annual Report to the Dissemination Agent by the date required in subsection (c) of this Section 3, the Dissemination Agent shall send a notice to EMMA in substantially the form attached hereto as Exhibit A.

(e) *Annual Compliance Certification*. The Dissemination Agent shall, if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been filed with EMMA pursuant to Section 3 of this Disclosure Certificate, stating the date it was so provided and filed.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) *Financial Statements.* Audited financial statements of the District for the preceding fiscal year, prepared in accordance generally accepted accounting principles. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) *Other Annual Information.* To the extent not included in the audited final statements of the District, the Annual Report shall also include financial and operating data with respect to the District for preceding fiscal year, substantially similar to that provided in the corresponding tables and charts in the official statement for the Bonds, as follows:

(i) Adopted budget of the District for the most recent fiscal year, or a summary thereof;

(ii) Average daily attendance figures for the most recent fiscal year;

(iii) Outstanding indebtedness and obligations of the District as of the end of the most recent fiscal year;

(iv) Information regarding total assessed valuation of taxable properties within the District, if and to the extent provided to the District by the County; and

(v) Information regarding total secured tax charges and delinquencies on taxable properties within the District, if and to the extent provided to the District by the County.

(c) *Cross References.* Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on EMMA. The District shall clearly identify each such other document so included by reference.

If the document included by reference is a final official statement, it must be available from EMMA.

(d) *Further Information.* In addition to any of the information expressly required to be provided under paragraph (b) of this Section 4, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Listed Events.

(a) *Reportable Events.* The District shall, or shall cause the Dissemination (if not the District) to, give notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Unscheduled draws on debt service reserves reflecting financial difficulties.

(3) Unscheduled draws on credit enhancements reflecting financial difficulties.

(4) Substitution of credit or liquidity providers, or their failure to perform.

(5) Defeasances.

(6) Rating changes.

(7) Tender offers.

(8) Bankruptcy, insolvency, receivership or similar event of the obligated person.

(9) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(b) *Material Reportable Events.* The District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(1) Non-payment related defaults.

(2) Modifications to rights of security holders.

(3) Bond calls.

(4) The release, substitution, or sale of property securing repayment of the securities.

(5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(6) Appointment of a successor or additional trustee, or the change of name of a trustee.

(c) *Time to Disclose.* Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(5) and (b)(3) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds under the Resolution.

Section 6. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent.

(a) *Appointment of Dissemination Agent*. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate and may discharge any such agent, with or without appointing a successor Dissemination Agent. If the Dissemination Agent is not the District, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with EMMA shall be prepared and provided to it by the District. The Dissemination Agent has undertaken no responsibility with respect to the content of any reports, notices or disclosures provided to it under this Disclosure Certificate and has no liability to any person, including any Bondholder, with respect to any such reports, notices or disclosures. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the District shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition, except as may be provided by written notice from the District.

(b) *Compensation of Dissemination Agent*. The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as agreed to between the Dissemination Agent and the District from time to time and all expenses, legal fees and expenses and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the District, owners or Beneficial Owners, or any other party. The Dissemination Agent may rely, and shall be protected in acting or refraining from acting, upon any direction from the District or an opinion of nationally recognized bond counsel. The Dissemination Agent may at any time resign by giving written notice of such resignation to the District. The Dissemination Agent shall not be liable hereunder except for its negligence or willful misconduct.

(c) *Responsibilities of Dissemination Agent*. In addition of the filing obligations of the Dissemination Agent set forth in Sections 3(e) and 5, the Dissemination Agent shall be obligated, and hereby agrees, to provide a request to the District to compile the information required for its Annual Report at least 30 days prior to the date such information is to be provided to the Dissemination Agent pursuant to subsection (c) of Section 3. The failure to provide or receive any such request shall not affect the obligations of the District under Section 3.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate (and the Dissemination Agent shall agree to any amendment so requested by the District that does not impose any greater duties or risk of liability on the Dissemination Agent), and any provision of this Disclosure Certificate may be waived, provided that all of the following conditions are satisfied:

(a) *Change in Circumstances*. If the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or the type of business conducted.

(b) *Compliance as of Issue Date*. The undertaking, as amended or taking into account such waiver, would, in the opinion of a nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

(c) *Consent of Holders; Non-impairment Opinion*. The amendment or waiver either (i) is approved by the Bondholders in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Bondholders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

If this Disclosure Certificate is amended or any provision of this Disclosure Certificate is waived, the District shall describe such amendment or waiver in the next following Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and no implied covenants or obligations shall be read into this Disclosure Certificate against the Dissemination Agent, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have the same rights, privileges and immunities hereunder as are afforded to the Paying Agent under the Resolution. The obligations of the District under this Section 12 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and the owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: November 1, 2011

BERKELEY UNIFIED SCHOOL DISTRICT

By _____
William Huyett
Superintendent

EXHIBIT A

NOTICE TO EMMA OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Berkeley Unified School District

Name of Issue: $_____ Berkeley Unified School District (Alameda County, California) 2011 General Obligation Refunding Bond

Date of Issuance: November 1, 2011

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Issue as required by the Continuing Disclosure Certificate dated November 1, 2011, furnished by the Issuer in connection with the Issue. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

BERKELEY UNIFIED SCHOOL DISTRICT, as Dissemination Agent

By _____
Title _____

cc: Paying Agent

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Javetta Cleveland, Deputy Superintendent
DATE: September 14, 2011
SUBJECT: Gann Limit - Resolution No. 12-05

BACKGROUND INFORMATION
Education Code Sections 1629 and 14132 specify that by September 30, county office and district governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the preceding year. The documentation supporting the adopted resolution shall be made available to the public.

The Gann Limit Calculation for FY 2010-2011 and 2011-2012 does not have any effect on the funding of the District.

The attached Resolution and Calculations (included in the 2010-2011 Unaudited Actuals under separate cover) will be submitted to the Alameda County Office of Education for transmittal to the California Department of Education.

DISTRICT GOAL
V. Resources: Generate and equitably allocate resources for programs and services that enable every student to succeed.

POLICY/CODE
Education Code Sections 1629 and 14132
Government code Section 7906(f).

FISCAL IMPACT
None

STAFF RECOMMENDATION
Board Approval

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Delia Ruiz, Assistant Superintendent, Human Resources
DATE: September 14, 2011
SUBJ: Employee Evaluation Report

BACKGROUND INFORMATION
Each year, the Human Resources Department provides the supervisors lists of employees who are to be evaluated according to timelines governed by applicable collective bargaining agreements or other regulations. This report provides information regarding the submission of completed employee evaluations.

BFT Certificated Personnel
In accordance with the BFT/BUSD Collective Bargaining Agreement and State law, certificated employees are to be evaluated yearly if their employment is temporary or probationary, and permanent certificated employees are evaluated at least every other year. This past year, to provide additional support to certificated employees new to the District, all Permanent Year 1 BFT employees were scheduled to be evaluated. This is approximately 32 additional evaluations compared to the prior year.

School Year	Evaluations Due	Evaluations Completed	Per Cent
2008-09	391	288	73
2009-10	356	319	90
2010-11	388	360	93

Classified Personnel
In accordance with the applicable collective bargaining agreements or other regulations, all permanent classified employees are to be evaluated once per year on or about their anniversary dates. Probationary employees are to be evaluated twice during the probationary period, except for administrative and executive classes for which three evaluations are required during the probationary period. This past year, a new system of notifying evaluators and monitoring was implemented in February. Consequently, the figures are only for February to June 2011. The numbers appear low for this past year because approximately 200 classified employees are scheduled for evaluations in September and October.

School Year	Evaluations Due	Evaluations Completed	Per Cent
2008-09	560	285	51
2009-10	582	337	58
February 2011 to June 2011	169	135	80

Certificated Administrative Personnel

This information has not previously been provided in this report, and we will begin tracking this information and reporting the results in the future.

DISTRICT GOAL
V A Efficient Use of Resources

POLICY/CODE
Collective bargaining agreements and general Board Policy

FISCAL IMPACT
None

STAFF RECOMMENDATION
Review and accept Evaluation Report.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: September 14, 2011
SUBJECT: Public Hearing on a Charter School Proposal

BACKGROUND INFORMATION:
Integrity Educational Center (I.E.C.) has resubmitted a petition to operate a high school charter school in the Berkeley Unified School District. I.E.C. submitted a proposal last spring which by the Board denied on June 29, 2011.

In accordance with Ed. Code 47605b, the Berkeley Unified School District must hold a public hearing on the provisions of the charter and consider the level of support for the petition by teachers employed by the district, other employees of the district and parents. However, the Board is not expected to take any action at this meeting. The Board is scheduled to vote on whether or not to grant the requested charters at its meeting on October 12, 2011.

At that time, the Board must approve or deny the petition based on state guidelines, which are defined in the Education Code. The evaluation of the proposals must include an examination of the sixteen required elements and four conditions which are listed below.

The Charter School Petition must contain reasonably comprehensive descriptions of these sixteen elements:

Educational Program	Measurable Pupil Outcomes
Outcome Measurement	Governance Structure
Employee Qualifications	Health and Safety of Pupils
Racial and Ethnic Balance	Admission Requirements
Annual Audit	Student Discipline
STRS or Social Security	Student Attendance Alternatives
Return Rights to District	Employee Dispute Resolution
Collective Bargaining	Procedures for Closing

In addition, the petition must verify that the charter school will meet the following four conditions.

- A charter school shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- A charter school shall not charge tuition.
- A charter school shall not discriminate against any pupil on the

basis of ethnicity, national origin, gender, or disability.
- A charter school shall admit all students who reside in California who wish to attend (up to the school's capacity based upon space, staff, or charter school policy).

The Board may not deny a charter unless it makes factual findings, specific to the particular petition, that:

1. The charter school presents an unsound education program for the pupils to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the four conditions listed above.
5. The petition does not contain reasonable comprehensive descriptions of the required sixteen elements.

The staff and the District's legal counsel will review the charter petition and report their findings at the Board meeting on October 12, 2011.

Copies of the proposal have been provided under separate cover. Additional copies of the proposed charter are available for review in the Superintendent's Conference Room.

DISTRICT GOAL
None

POLICY/CODE
Ed Code 47605b
Board Policy 0424.4

FISCAL IMPACT
None

STAFF RECOMMENDATION
Hold a Public Hearing on a Charter School Proposal.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
Debbi D'Angelo, Director of Evaluation and Assessment
DATE: September 14, 2011
SUBJECT: 2009-2010 Cohort Dropout and Graduation Rates

BACKGROUND INFORMATION:
Earlier this month, State Superintendent of Public Instruction Tom Torlakson announced a new formula for calculating graduation and drop-out rates. These rates - calculated for counties, districts, and schools across California - were for the first time based on four-year cohort information collected about individual students using the California Longitudinal Pupil Achievement Data System (CALPADS).

The new cohort graduation rate is now available for 2009-2010 students and will serve as a baseline in 2011. In 2012, it will also replace the previous formula to determine graduation rates as required by U.S. law. The previous formula, called the "National Center for Education Statistics (NCES) completer rate" is used to determine whether schools have met their targets for increasing the graduation rate for Adequate Yearly Progress reporting under the federal accountability system. The NCES completer rate was needed until California had four years of longitudinal student data to calculate a cohort rate.

The new cohort graduation rate which is calculated based on high school students in grades nine through twelve, should not be compared to any rates from previous years because it is based on a different method of calculation. For example, the NCES completer rate did not account for students who transferred into or out of schools over four years and overestimated the graduation rate. The new cohort rate takes student mobility into account.

Four Year Adjusted Cohort Graduation Rate
The four-year graduation rate is calculated by dividing the number of students in the 4-year adjusted cohort who graduate in four years or less with either a traditional high school diploma, an adult education high school diploma, or have passed the California High School Proficiency Exam (CHSPE) by the number of students who form the adjusted cohort for that graduating class.

According to new Statewide data released by the California Department of Education, Berkeley Unified had an 81.1% graduation rate as compared to the 74.4% State-wide and 74.7% County-wide graduation rates. Table 1 below provides a comparison of BUSD to the County and State. Table 2 compares BUSD's graduation rate to nearby similar Unified School Districts.

Table 1: Four Year Adjusted Cohort ***Graduation Rate*** for 2009-2010
BUSD in Comparison to State and County, Class of 2010

Rate of Students Graduating based on 4-year Cohort Percentage

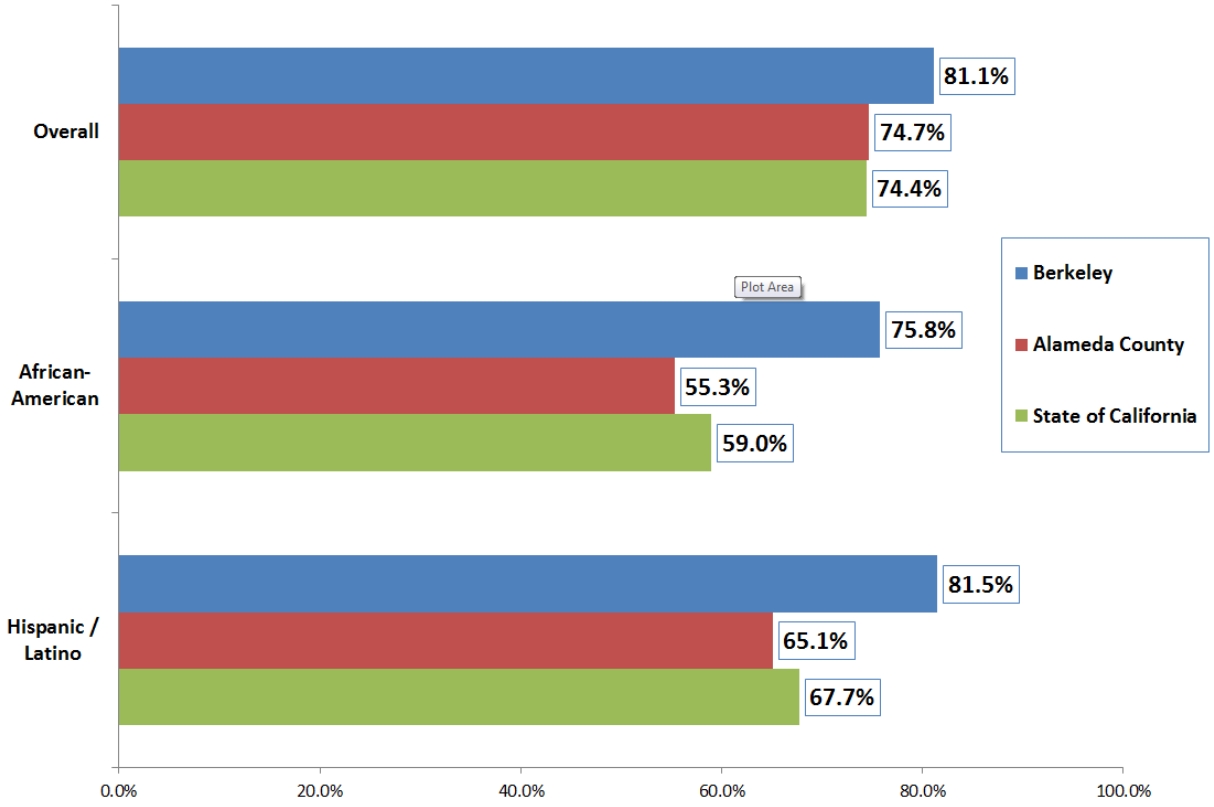

Table 2: Four Year Adjusted Cohort ***Graduation Rate*** for 2009-2010
Comparison of Similar / Local Unified School Districts

Graduation Rate	Overall	African American	Hispanic / Latino
Berkeley USD	81.1	75.8	81.5
Alameda City	82.5	64.7	81.8
Emery	79.7	75	81.8
Hayward	64.9	56.1	61.1
New Haven	74.9	59.1	60.1
Oakland	53.4	49.8	47
San Leandro	79.3	73.1	75.6
San Lorenzo	80.1	70.7	77.8
San Francisco Unified	82.3	65.6	67.2
West Contra Costa	72.4	65	70.4

- Those shaded indicate those higher than BUSD for the comparative group.

The new cohort rates indicate that there is still a gap between African American and the overall graduation rate in BUSD, but as indicated in Table 1 above, the gap is

smaller than both the County and the State by more than 15 percentage points. BUSD's African-American students had a graduation rate of 75.8% (a rate higher than both the State and County overall). Even more impressive is the Hispanic / Latino Graduation Rate of 81.5% which exceeds the overall rate in BUSD as well as both the County and the State. Furthermore, when comparing BUSD to the ten most similar unified districts in Alameda County and nearby, Berkeley students overall graduation rate is in the top three. When breaking down the graduation rate by ethnicity and race, the data shows that far more African-American and Hispanic / Latino students graduate than ANY of the comparative districts.

Four Year Adjusted Cohort Dropout Rate

The four-year adjusted dropout rate is the rate of students that leave the 9-12 instructional system without a high school diploma, GED, or special education certificate of completion and do not remain enrolled after the end of the 4th year. The formula is similar to the graduation rate, but the numerator represents the number of students in the 4-year cohort that dropped out by the end of the 2009-10 school year.

The new dropout rate indicates that about 18% of California high school students dropped out in 2010. In Berkeley, however, that number is closer to 17%. Table 3 below provides a comparison of BUSD to the State and the County.

Table 3: Four Year Adjusted Cohort ***Dropout Rate*** for 2009-2010
BUSD in Comparison to State and County

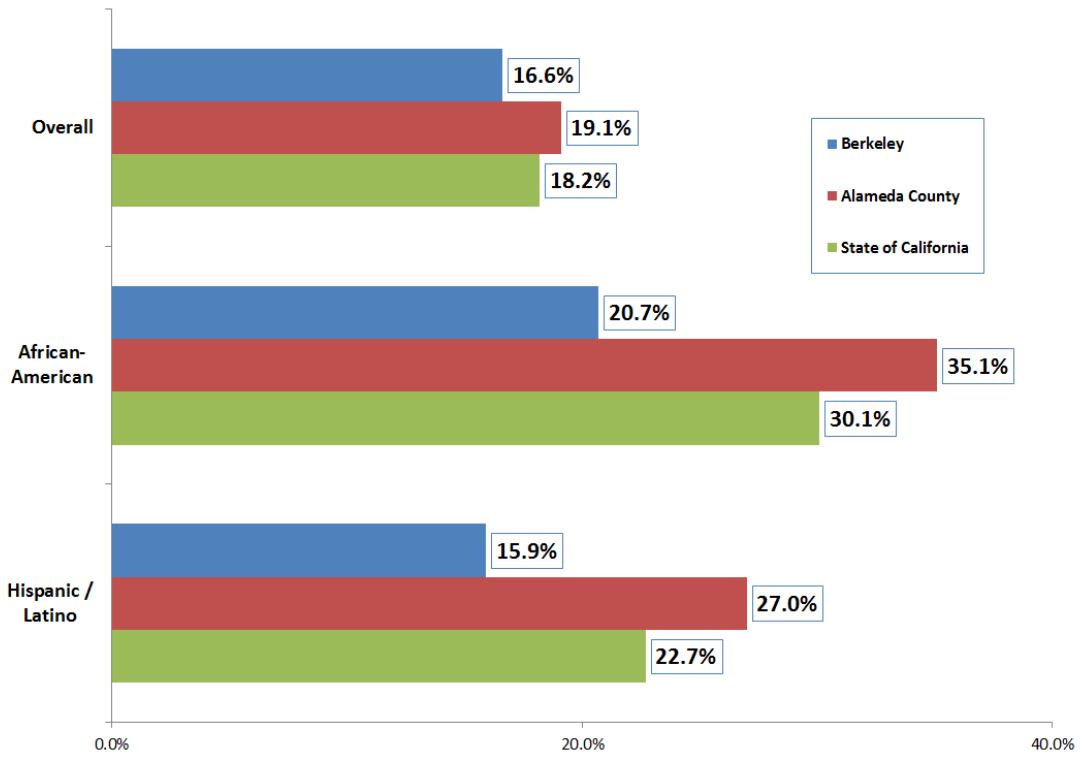

Table 4 compares BUSD's dropout rate to nearby similar Unified School Districts.

Table 4: Four Year Adjusted Cohort ***Dropout Rate*** for 2009-2010
Comparison of Similar / Local Unified School Districts

	Overall	African American	Hispanic / Latino
Berkeley	16.6	20.7	15.9
Alameda City	12.1	25	10
Emery	15.6	19.4	18.2
Hayward	30.6	36.5	33.9
New Haven	14.3	22	29.6
Oakland	37	38.6	42.4
San Leandro	18.1	22.8	22.7
San Lorenzo	16.7	20.4	19.3
San Francisco Unified	10.7	17.3	19.1
West Contra Costa	24.5	30.3	26.3

- Those shaded indicate those lower than BUSD for the comparative group.

The dropout rates continue to show an achievement gap between students who are Hispanic / Latino, African American, and their peers. The 16.6 percent districtwide dropout rate falls in the lower half of similar local unified districts with the African-American drop-out rate falling in the lower two-fifths. Finally, the district Hispanic / Latino dropout rate was one of the lowest in the County.

Beyond the 81.1 percent graduation rate and the 16.6 percent dropout rate, the remaining 2.3 percent of this cohort are students who are are still enrolled in school (1.7 percent) or are non-diploma special education students (0.6 percent).

These new cohort rates are only the first glimpse of the data-rich information that will come from CALPADS. It is a wise investment for the State to have accurate information from which to make good policy decisions. CALPADS now has the funding support from the State Superintendent as well as the Governor and the Legislature.

DISTRICT GOAL
Goal I, Item D. Evaluation and Assessment - Use data from multiple measures to monitor student progress, guide instruction and evaluate the effectiveness of our programs, and share this information with the staff, the Board and the community

POLICY/CODE
34 C.F.R. §200.19(b)(1)(i)-(iv)
34 C.F.R. §200.19(b)(1)

FISCAL IMPACT
None

STAFF RECOMMENDATION
Receive the 2009-2010 Cohort Dropout and Graduation Rates for information.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: September 14, 2011
SUBJECT: Williams Case Settlement Quarterly Report

BACKGROUND INFORMATION:
As a result of the Williams Case Settlement, every district in California is publicly accountable to ensure that the following conditions are met.

1) There should be sufficient textbooks and instructional materials for all students, including English learners.
2) School facilities should be clean, safe and maintained in good repair.
3) All classes should be taught by properly credentialed teachers.
4) Students who have not passed the California High School Exit Exam by the end of grade 12 should be provided the opportunity to receive intensive instruction and services after completion of grade 12 for up to two consecutive years.

Information about the standards is posted in every classroom along with the complaint procedure to follow if there is a concern that any one of them is not being met.

During the last quarter, between April 1 and June 30, 2011, the district received three complaints from the same person regarding Berkeley Technology Academy.

- A non-credentialed B-Tech staff member taught a non-credit course to prepare students for the California High School Proficiency Examination so they could earn a high school equivalency diploma. This course was offered at B-Tech during the spring 2011 semester as an option for students who were deficient too many credits to graduate. Parents and participating students were notified that credit would not be given. The complaint was investigated and found to be valid. As a result, the course is no longer offered, and all B-Tech classes are now taught by credentialed teachers.

- A non-credentialed staff member worked as a counselor. An investigation by staff found no evidence to support the allegation that the staff member presented herself as a counselor or provided services outside of her competency area. B-Tech does have a credentialed counselor.

- A student was not assigned to a second period class during the fourth quarter. School records indicate that this did happen. In order to make amends, the district has allowed the student to enroll at B-Tech as a fifth year high school student and has offered the student additional one-on-one instruction by a credentialed BUSD teacher. All B-Tech students are now assigned to classes for the full instructional day.

During this same period, the district received no complaints under the Williams Case Settlement regarding instructional materials, CAHSEE support for students who have completed grade 12, or facilities.

DISTRICT GOAL
None

POLICY/CODE
Ed Code 35186
Board Policy 1312

FISCAL IMPACT
None

STAFF RECOMMENDATION
Receive the Williams Case Settlement Quarterly Report for information.

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
Susan Craig, Director of Student Services
DATE: September 14, 2011
SUBJECT: Revised Board Policy on Uniform Complaint Procedures – First Reading

BACKGROUND INFORMATION
In the spring of 2011, the District's Board Policy on Uniform Complaint Procedures (UCP) was reviewed by the California Department of Education (CDE) as a part of the Categorical Program Monitoring (CPM) audit. The District was notified by CDE that the UCP Policy was missing some required components that have now been added to the policy. The revisions appear in bold font.

The revised Board Policy is now being presented to the Board for the first reading and will be presented again for approval on September 21.

DISTRICT GOAL
None

POLICY/CODE
Board Policy 1312.3

FISCAL IMPACT
None

STAFF RECOMMENDATION
Receive the revised Board Policy on Uniform Complaint Procedures for a first reading.

Berkeley Unified School District
Board Policy

BP 1312.3

Community Relations

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the procedures set out in Sections 4600-4687 of the Title 5 regulations and in accordance with the district's uniform complaint policies and procedures. (T5 CCR 4620)

The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, marital or parental status, or the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any district program or activity that receives or benefits from state financial assistance. (T5 CCR 4610)

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs and special education programs, and federal school safety planning. (T5 CCR4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 5141.4 - Child Abuse Reporting Procedures)

(cf. 5148 - Child Care and Development)

(cf. 6159 - Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Vocational Education)

(cf. 6200 - Adult Education)

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, and high school exit examination intensive instruction and services shall be investigated pursuant to the District's Williams uniform complaint procedure. (AR 1312.4)

(cf. 1312.4 – Williams Uniform Complaint Procedures)

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis.

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

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board prohibits retaliation in any form for the participation in complaint procedures, including but not limited to the filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedure

35186 Williams uniform complaint procedure

41500-41513 Categorical education block grants

48985 Notices in language other than English

49060-49079 Student records

49490-49590 Child nutrition programs

52160-52178 Bilingual education programs

52300-52490 Career-technical education

52500-52616.24 Adult schools

52800-52870 School-based coordinated programs

54000-54028 Economic impact aid programs

54100-54145 Miller-Unruh Basic Reading Act

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

PENAL CODE

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs

6601-6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

Management Resources:

WEB SITES

CSBA: http://www.csba.org

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

U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/index.html

Policy BERKELEY UNIFIED SCHOOL DISTRICT

Adopted: May 21, 2003 Berkeley, California

Revised: February 1, 2006

Revised: September 14, 2011

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
Susan Craig, Director of Student Services
DATE: September 14, 2011
SUBJECT: Revised Administrative Regulations for Uniform Complaint Procedures and Williams Complaints

BACKGROUND INFORMATION
In the spring of 2011, the District's Administrative Regulations for Uniform Complaint Procedures (UCP) and Williams Complaints were reviewed by the California Department of Education (CDE) as a part of the Categorical Program Monitoring (CPM) audit. The District was notified by CDE that both of these Administrative Regulations (AR) were missing some required components which have now been added. The revisions appear in bold font.

The revised Administration Regulations are being presented to the Board for information.

DISTRICT GOAL
None

POLICY/CODE
AR 1312.3
AR 1312.4

FISCAL IMPACT
None

STAFF RECOMMENDATION
Receive the revised Administrative Regulations for Uniform Complaint Procedures and Williams Complaints for information.

Berkeley USD
Administrative Regulation
Williams Uniform Complaint Procedures

AR 1312.4

Community Relations

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Textbooks and instructional materials

a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

b. A pupil does not have access to textbooks or instructional materials to use at home or after school.

c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment

a. A semester begins and a teacher vacancy exists

b. A semester begins and a teacher has not been assigned to teach the class

b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been

assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

3. Facilities

a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; or structural damage creating a hazardous or uninhabitable condition or any other condition deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.2.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means, except as necessary for pupil safety or to make repairs, the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes.

4. High school exit examination intensive instruction and services

A pupil, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two consecutive academic years or until the pupil has passed both parts of the exam, whichever comes first. (Education Code 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in items #1 – 3 in the section entitled "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

A complaint alleging any deficiency specified in item #4 above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or at a school site and shall be immediately forwarded to the Superintendent or designee. (Education Code 35186)

Investigations and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facility condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3 above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction (SPI) within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

Regulation BERKELEY UNIFIED SCHOOL DISTRICT
Approved: March 8, 2006 Berkeley, California
Revised: September 10, 2008
Revised: September 14, 2011

Berkeley Unified School District
Uniform Complaint Procedures
AR 1312.3

Compliance Officers

The Governing Board designates the following compliance officer(s) to receive and investigate complaints and to ensure district compliance with law:

Director of Student Services
2134 Martin Luther King Jr. Way
Berkeley, CA 94704
(510) 644-6316

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

Notifications

The Superintendent or designee shall meet the notification requirements of 5 CCR 4622, including the annual dissemination of district complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. **The District shall provide annual notification regarding the uniform complaint procedures to all students, employees, parents or guardians of Berkeley Unified School District students, school and District advisory committees, appropriate private school officials or representatives, and other interested parties.** The Superintendent or designee shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

(cf. 5145.6 - Parental Notifications)

The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4632.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the district.

Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination, **unless the time for filing is extended by the Superintendent or his/her designee**. (5 CCR 4630)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, district staff shall help him/her to file the complaint. (5 CCR 4600)

The Board prohibits retaliation for the filing of a complaint, the reporting of the discrimination, or for the participation in the complaint procedures. The District shall maintain the identity of a complainant alleging discrimination confidential, except to the extent necessary to carry out the investigation or complaint proceedings.

Step 2: Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

Step 3: Investigation of Complaint

The compliance officer shall hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative and the district's representatives shall also have an opportunity to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses. (5 CCR 4631)

A refusal by the complainant to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail to refuse or cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

A refusal by the District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail to refuse or cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step 4: Response

Within 30 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the district's initially receiving the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Step 5: Final Written Decision

The report of the district's decision shall be in writing and sent to the complainant. (5 CCR 4631)

The report of the district's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language and is not required by law, the district shall arrange a meeting at which a community member will interpret it for the complainant.

This report shall include:

1. **The findings of fact based on the evidence gathered, conclusion of law**, the disposition of the complaint, including corrective actions, if any (5 CCR 4631)

2. The rationale for the above disposition (5 CCR 4631)

3. Notice of the complainant's right to appeal the decision within 15 days to the California Department of Education, and procedures to be followed for initiating such an appeal (5 CCR 4631, 4652)

4. For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies (5 CCR 4631; Education Code 262.3)

5. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved

If an employee is disciplined as a result of the complaint, this report shall simply state that effective action was taken and that the employee was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the district's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the district's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals. (5 CCR 4652)

When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the district's decision and must include a copy of the locally filed complaint and the district's decision. (5 CCR 4652)

The California Department of Education may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists. In addition, the California Department of Education may also intervene in those cases where the district has not taken action within 60 calendar days of the date the complaint was filed with the district.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

Regulation BERKELEY UNIFIED SCHOOL DISTRICT

Approved: January 11, 2006

Revised: September 14, 2011

BERKELEY UNIFIED SCHOOL DISTRICT

TO: William Huyett, Superintendent
FROM: Neil Smith, Assistant Superintendent, Educational Services
DATE: September 14, 2011
SUBJECT: Enrollment Update

BACKGROUND INFORMATION
A copy of the enrollment numbers for the seventh day of school has been attached. Staff will provide the Board with the most current copy of this report at the Board meeting.

DISTRICT GOAL
None

POLICY/CODE
None

FISCAL IMPACT
It appears that enrollment will be lower than projected, and revenues will be adjusted at the First Interim.

STAFF RECOMMENDATION
Receive the enrollment update report for information.

BERKELEY UNIFIED SCHOOL DISTRICT

Office of Admissions and Attendance

REPORT OF DAILY ENROLLMENT

SEVENTH DAY ENROLLMENT - Thursday, Sept. 08, 2011

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
														Total Regular	Sp. Day Classes	Total Schools	Total Projected	+Over -Under
	KDGN	1ST-5TH					6TH-8TH			9TH-12TH				A+B+C		N+O		N-Q
	K	1	2	3	4	5	6	7	8	9	10	11	12					
ARTS MAGNET	60	61	59	61	95	73								409		409	417	-8
CRAGMONT	58	55	74	79	59	47								372	6	378	383	-11
EMERSON	41	54	40	62	39	54								290		290	296	-6
JEFFERSON	62	60	41	62	48	50								323		323	316	7
JOHN MUIR	62	36	38	34	36	34								240		240	255	-15
LE CONTE	57	53	55	52	56	44								317		317	329	-12
MALCOLM X	72	79	80	98	63	64								456		456	468	-12
OXFORD	58	39	58	40	63	38								296		296	299	-3
ROSA PARKS	62	57	82	83	79	59								422	16	438	424	-2
THOUSAND OAKS	57	76	89	79	76	52								429		429	452	-23
WASHINGTON	107	74	84	59	56	52								432		432	422	10
TOTAL K-5th	696	644	700	709	670	567								3986	22	4008	4061	-75
KING							269	312	318					899	11	910	916	-17
LONGFELLOW							167	142	140					449	3	452	424	25
WILLARD							162	195	186					543	0	543	591	-48
TOTAL 6th-8th							598	649	644					1891	14	1905	1931	-40
BERKELEY HIGH SCHOOL										771	803	796	732	3102	76	3178	3152	-50
B-TECH											1	24	68	93		93	150	-57
TOTAL 9th-12th										771	804	820	800	3195	76	3271	3302	-107
TOTAL K-12th														9072		9184	9294	-222
TOTAL SPECIAL DAY CLASSES															112		94	18
TOTAL K-12th W/SPECIAL DAY CLASSES																9184	9388	-204
OTHER PROGRAMS (Independent Study)																126	163	-37
OTHER PROGRAMS (Tuition & Home/Hospital)																83	115	-32
TOTAL K-12th W/OTHER PROGRAMS																9393	9666	-273

Enrollment: Same Day Last Year 9484 Diff: -91

Note: 9388+278 (Other Programs -115 Tuition & Home/Hospital + 163 I.S.) = 9666 (Budgeted Projections)

10/11 Seventh Day enrollment	9484	Projected Enrollment	9403	% of STU Projection	101%
11/12 Seventh Day enrollment	9393	Projected Enrollment	9666	% of STU Projection	97%

Berkeley Unified School District
Performance Indicators

INDICATORS	2011-12	STATUS
Report on Employee Evaluations	August	9-14-11
Adequate Yearly Progress (AYP) Report including API	September	08-31-11
Report on Adult School Benchmarks	September	
Annual Report on Achievement of English Learners	September	
Williams Settlement and Uniform Complaints	September October January April	09-14-11
Assessment of Progress on the Plan to Close the Achievement Gap	October April	
Measure BB Financial Reports	October December March	
Bond Financial Update	October November March May	
Class Size Report	October	
Diversity Make-up of School Governance Councils	November	
First Interim Budget	December	
Report on Diversity Balance in Schools	December	
Interdistrict Permit Report	December	
Updated Board Policies and Administrative Regulations per GAMUT	December April	
Analyses of Data from Sites	January	
Eligibility for Free/Reduced Price Lunch Program	January	
CALPADS	January	
Student Attendance Report	January April	
Report on Special Education I.E.P. Timeline Compliance by Site	January June	
California Healthy Kids Survey (bi-annual report)	February	
Annual Audit and Audit Committee Report	February	
School Accountability Report Cards	February	
Berkeley High School Report: Small Schools and Programs; WASC; SAT, IB, AP and CAHSEE Results	March	
School Safety Plans	March	
Second Interim Budget	March	
Annual Facilities Plan	March	
BSEP Budgets: Class Size; Libraries; Music/VAPA; Professional Development, Technology, Evaluation; Parent Outreach; Public Information & Translation	April May June	
Student National Origin Report & Language Census	April	
School Site Plans with BSEP	May	
Report on Career Technical Education	May	