EXHIBIT A-2

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

SBC Global Services, Inc., dba AT&T Global Services on behalf of Pacific Bell Telephone Company, dba AT&T California ("AT&T"or "Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") MSA 1 Services dated January 30, 2007 ("Contract"), for a term of five (5) years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at www.stnd.dts.ca.gov .

San Leando Unified School District ("Non-State Agency") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Department of Technology Services, Statewide Telecommunications and Network Division (DTS/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by DTS/STND.

2. With respect to Services ordered under this ATO, as authorized on Attachment 1, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period, starting with the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any new Services added to an existing ATO shall not extend the two (2) year commitment period previously agreed upon on the ATO.

3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period ends, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).

4. Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' written notice of cancellation.

   If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s), multiplied by the number of full months remaining in the two (2) year commitment period. If

Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

5. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET 2 MSA to another, if the Contractor is the same for both MSAs, or is affiliated with the Contractor for the other MSA.

6. By executing this ATO, Non-State Agency agrees to subscribe to, and Contractor agrees to provide Service(s, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to DTS/STND for review and approval.

7. The DTS/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve any Contract service issues. The ATO, and any resulting STD. 20, is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.

8. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.

9. Non-State Agency, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

10. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

11. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.

12. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).

13. If, for any fiscal year during the term of this ATO, funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.

14. Whenever any notice or demand is given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:	Contractor:
San Leandro Unified School District	AT&T
14735 Juniper Street	2700 Watt Avenue, Room 1213
San Leandro, California 94579	Sacramento, CA 95821-6236
Attn: Ling King, IT Manager	Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

CONTRACTOR	**NON-STATE AGENCY**
By: Authorized Signature	By: Authorized Signature
Printed Name and Title of Person Signing	Printed Name and Title of Person Signing
Date Signed:	Date Signed:

Approved By:
Department of Technology Services,
Statewide Telecommunications and Network Division

By: Authorized Signature
Printed Name and Title of Person Signing
Date Signed:

Selected Services	Voice Services - Core Services Products	Customer Initials
☐	**Bus Access Lines**	
☐	**Central Office Exchange Basic Services (**Centrex**)**	
☐	**Central Office Trunk Services** (SuperTrunk/PBX/DID)	
☐	**Locally Based Automatic Call Distribution (ACD)** (Available Option w/C2 Centrex)	
☐	**Interactive Voice Response (IVR)**	
☐	**Specialized Call Routing (Call Router)**	
☐	**Computer Telephone Integration (CTI)** (Compucall)	
☐	**Voice Mail Services** (Available Option w/C2 Exchange Svcs)	
Selected Services	**Data Services - Core Services Products**	**Customer Initials**
☐	**Data Transmission Services** (Analog Service, Carrier DS0 (ADN),Carrier DS1 (Hicap/T1),Carrier DS3)	
☒ **OPT-E-MAN**	**Gigabit Ethernet Metropolitan Area Network (MAN)** (GigaMAN, MON, OPT-E-MAN, CSME,EPLS-WAN, ESS-MAN, ASE, OPT-E-WAN)	
☐	**Multi Protocol Label Switching (MPLS)** (AVPN, Network Based Firewall, ANIRA)	
☐	**Synchronous Optical Network (SONET)** (Point-Point SONET, Ethernet-over SONET, SONET Ring ICB)	
☐	**ISDN (BRI)**	
☐	**ISDN (PRI)** (PBX/DID)	
☐	**Switched 56/Switched Digital Services (SDS)**	
☐	**Frame Relay & ATM** (Managed or Non Managed)	
☐	**Internet**	
☐	**DSL** Agency Hosted (DSL)	
☐	**DSL** DSL Virtual Private Network (AVPN, Network Based Firewall, ANIRA)	
☐	**Enhanced Centrex VDNA**	
Included Services	**Other Services - Core Services Products**	**Automatic Coverage**
	IntraLata Calling (Local Usage Zone 1 - 3) **(Included on C2 Exchange Services)**	
	Bldg. Wiring Services **(Automatic Service Coverage on C2 Svcs)** Jacks/Wiring Inside Wire Repair Plan(Voice)(If subscribed to) Inside Wire Repair Plan(Data)(If subscribed to)	

Circuit Locations:

Locations:

OPT-E-MAN SERVICE

Locations:

14735 Juniper Street, San Leandro

Description of Minimum Quantities of Service:

OPT-E-MAN[sm] Service

Quantity	USOC	Description	Monthly Recurring Rate, each
	P9FHX	OPT-E-MAN[sm] Basic Plus Connection 1 G	$ 698.70
	R6ETC	CIR – 500 Mbps (Silver)	$ 904.88

Prices:

Monthly Price $1,603.58

Nonrecurring Charges $ 0.00

Customer has elected to pay on a monthly basis for the term of this ATO. The monthly price set forth above is for the minimum quantity of Service as set forth "Description of Minimum Quantities of Service" above. The price includes the monthly service charge for the minimum quantities in "Description of Minimum Quantities of Service". If this ATO is terminated prior to the expiration of the commitment period referenced in Section 2 of the ATO as described above, Customer shall pay Contractor any amounts due under Section 4 of the ATO plus all unrecovered nonrecurring charges for the initial installation of the minimum quantities. The prices do not include costs associated with work in and around hazardous materials or any hazardous materials abatement. If Contractor encounters such hazardous materials, Contractor may suspend performance until Customer removes and cleans up such hazardous materials. As used herein, "hazardous materials" shall mean any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution of air, water, or soil, or health and safety. Customer is responsible for complying with AT&T's room-ready requirements at the Demarcation point.