

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, JANUARY 11, 2011

**PLACE: DISTRICT EDUCATION CENTER
BOARD ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA**

**TIME: 5:30 PM Closed Session
7:00 PM Open Session**

A G E N D A

1. **Call to Order**
2. **Roll Call – Establish Quorum**
Board: J. Costa, G. Crandall, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.
Staff: J. Franco, C. Goodall, S. Harrison and B. Etcheverry.
3. **Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.**
 - 3.1 **Educational Services:**
 - 3.1.1 Findings of Facts: FF#10-11/44, 50, 51, 52, 53, 54, 56, 58, 59, 60, 63
 - 3.1.2 Application for Reinstatement AR#10-11/5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___.
 - 3.1.3 Application for Enrollment #10-11/3
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___.
 - 3.1.4 Waiver of Expulsion WE#10-11/5
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___.
 - 3.2 **Human Resources:**
 - 3.2.1 Consider Leave of Absence Request for Certificated Employee #UC-718, Pursuant to Article XX, Leave of Absence of the Master Agreement Between the Tracy Unified School District and the Tracy Educators Association
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___.
 - 3.2.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___.

- 3.2.3 Conference with Labor Negotiator**
Agency Negotiator: Sheila Harrison
Assistant Superintendent of Educational Services & Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Facts: FF#10-11/44, 50, 51, 52, 53, 54, 56, 58, 59, 60, 63

Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___

6b Report Out on Application for Reinstatement AR#10-11/5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36

Action: Vote: Yes___; No___; Absent___; Abstain___

6c Report Out on Application for Enrollment #10-11/3

Action: Vote: Yes___; No___; Absent___; Abstain___

6d Report Out of Action Taken on Waiver of Expulsion WE#10-11/ 5

Action: Vote: Yes___; No___; Absent___; Abstain___

6e Report Out of Action Taken on Consider Leave of Absence Request for Certificated Employee #UC-718, Pursuant to Article XX, Leave of Absence of the Master Agreement Between the Tracy Unified School District and the Tracy Educators Association

Action: Vote: Yes___; No___; Absent___; Abstain___

7. Approve Regular Minutes of December 14, 2010.

Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___

1-5

8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Recognize and Congratulate the Student Winners and Staff Coordinators of the TUSD Spelling Bee

9.2 Recognize and Congratulate West High School's Academy for Business and Law Teacher, Debbie Wittkowske for Winning a Golden Bell Award in the Curriculum Category for the Mathematics IMP Support Class

9.3 McKinley Elementary School Site Update on Achievements & Activities

9.4 Poet Christian School Site Update on Achievements & Activities

10. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to

take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you. There is a record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy here, and staff will assist you.

Pg. No.

- 11. Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

11.1 Administrative & Business Services:

- 11.1.1** Receive Report on the Governor's State Budget Proposal

6

12. PUBLIC HEARING:

12.1 Human Resources:

- 12.1.1** Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA)

7

- 13. Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

13.1 Administrative & Business Services:

- 13.1.1** Accept the Generous Donations from the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

8-9

- 13.1.2** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

10-11

- 13.1.3** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

12-13

- 13.1.4** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

14-15

- 13.1.5** Approve Assembly Vendors and Site Assembly Utilization Calendars

16-19

13.2 Educational Services:

- 13.2.1** Approve Overnight Travel for Tom Renner, Aaron Gozum, Pauline Gutierrez, Ian Nool, Emily Teixeira, and Matthew Testo to Attend the ACDA CA All-State Honor Choir in Sacramento, CA March 31-April 2, 2011

20

- 13.2.2** Approve Agreement for Special Contract Services for Nancy Fetzter to Provide Two Full Days of Coaching for Teachers in Reading Comprehension and Writing Strategies at Central School on March 21, 2011 and March 22, 2011

21-23

13.3	Human Resources:	Pg. No.
13.3.1	Approve Classified, Certificated and/or Management Employment	24
13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	25
13.3.3	Approve the Hiring of Four Additional Consulting Teachers for the Peer Assistance and Review Program Per Article XXXVI of the Current Master Agreement between Tracy Educators Association and the Tracy Unified School District	26-27
14.	Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.	
14.1	Administrative & Business Services:	
14.1.1	Adopt Resolution No. 10-13 Authorizing the Imposition and Collection of Developer Fees	28-35
Action:	Motion___; Second___ Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.1.2	Adopt Resolution No. 10-14 Authorizing the Participation in California School Cash Reserve Program (Mid-Year TRAN)	36-81
Action:	Motion___; Second___ Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.1.3	Approve the Recommendation of the Facility Utilization Committee to Sell Up to \$26 Million of Bonds in Order to Move Ahead with Measure S Projects and to Accept the Recommendation to Remove Closure of a School from the 2011-12 School Year Budget Reduction Plan	82-91
14.2	Educational Services:	
14.2.1	Adopt Board Policy 0420.4 Charter Schools (1 st Reading)	92-98
Action:	Motion___; Second___ Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.2.2	Acknowledge Administrative Regulation 0420.4, Charter Schools (1 st Reading)	99-112
Action:	Motion___; Second___ Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.3	Human Resources:	
14.3.1	Approve the Traditional Classified and Certificated Calendars for the 2011-12 School Year	113-116
Action:	Motion___; Second___ Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.3.2	Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2011-2012 School Year and Submit it for Negotiations, Pending Public Input	117
Action:	Motion___; Second___ Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.3.3	Adopt the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2010-2011 School Year	118-119
Action:	Motion___; Second___ Vote: Yes ___; No ___; Absent___; Abstain ___.	
14.3.4	Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2011-2012 School Year	120-121
Action:	Motion___; Second___ Vote: Yes ___; No ___; Absent___; Abstain ___.	
15.	Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.	

16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. **Board Meeting Calendar:**

- 17.1 January 25, 2011
- 17.2 February 8, 2011
- 17.3 February 22, 2011
- 17.4 March 8, 2011
- 17.5 March 22, 2011

18. **Upcoming Events:**

- | | | |
|------|---------------------|-------------------------------|
| 18.1 | January 17, 2011 | No School, MLK Day |
| 18.2 | February 14, 2011 | No School, Lincoln's Birthday |
| 18.3 | February 21, 2011 | No School, Presidents' Day |
| 18.4 | April 22 - 29, 2011 | No School, Spring Recess |
| 18.5 | May 27, 2011 | Last Day of School |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, December 14, 2010**

5:30 PM: President Swenson called the meeting to order and adjourned to closed session.

Roll Call: Board: J. Costa, W. Gouveia, T. Guzman, G. Silva, B. Swenson, J. Vaughn.
Absent: G. Crandall
Staff: J. Franco, S. Harrison, C. Goodall, B. Etcheverry

7:09 PM: President Swenson called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Action on Findings of Facts: FF#10-11/33, 36, 38, 39, 40, 42, 43, 45, 46, 48
Action: Guzman, Gouveia. #42 as amended.
Vote: Yes-5; No-0; Absent-1(Crandall) Abstain-1(Silva)
6b Report Out on Waiver of Expulsion: WE#10-11/4
Action: Vote: Yes-5; No-0; Absent-1(Crandall); Abstain-1(Silva)
6c Report Out on Discharge Classified Employee #UCL-143
Action: Vote: Yes-5; No-0; Absent-1(Crandall); Abstain-1(Silva)
6d Report Out on Consider Leave of Absence Request for Classified Employee #UCL-144, Pursuant to Article XXII
Action: Vote: Yes-5; No-0; Absent-1(Crandall); Abstain-1(Silva)
6e Report Out on Release Probationary Classified Employee #UCL-145
Action: Vote: Yes-5; No-0; Absent-1(Crandall); Abstain-1(Silva)
6f Report Out on Release Probationary Classified Employee #UCL-146
Action: Vote: Yes-5; No-0; Absent-1(Crandall); Abstain-1(Silva)

Employees Present: C. Minter, J. Cardoza, N. Link, R. Call, L. Nelson, J. Carter, G. Borejko, N. Kettner, L. McDaniel, B. Tavares, C. Sasser, L. Dopp, T. Peltz, C. Greer

Press: None.

Visitors Present: Dr. Founts, S. Abercrombie, D. Sader, Officer Espinoza, M. Behnam, Silva Family, Gouveia Family, R. Cabral, M. Hurtado

Minutes: Approve Regular Minutes of November 9, 2010.
Action: Guzman, Gouveia. Vote: Yes-5; No-0; Absent-1(Crandall); Abstain-1(Silva)

Oath: Administer Oath of Office: Jill Costa, Gregg Crandall, Ted Guzman, Greg Silva, Bill Swenson

Dr. Founts commented that Tracy Unified has a long history of great leadership and is a great district. He then gave the oath to the new and re-elected board members.

Board Organization Board Organization:

9.1 Elect Officers: President, Vice President, Clerk
Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Crandall)

The Board took a recess at 7:21 p.m.

The Meeting was called back to order at 7:29 p.m.

9.2 Appoint Representatives to the following committees:

Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory;

Facility Use Policy Review; Family Life, Legislative Action, SJCSBA; Special Ed;

TAPFFA; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks.

Action: Swenson, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)

9.3 Approve Board Meeting Calendar

Action: Guzman, Vaughn.

Amended to change August meeting from the 16th to the 23rd.

Vote: Yes-6; No-0; Absent-1(Crandall)

Recognition & Presentations:

Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

10.1 Recognize and Congratulate Jonathan Costa for Winning the Mountain Dew Green Label Art Shop Series Contest

Assistant Superintendent of Educational Services and Human Resources, Dr. Sheila Harrison, recognized Jonathan Costa, for his drawing of the new Mountain Dew soda can which was announced in Las Vegas.

10.2 Recognize Fifth-Grade Students of Central Elementary and Jacobson Elementary School for their Outstanding Community Service

DARE Officer, Steve Abercrombie, recognized Principals Nancy Link and Cindy Sasser along with students for their outstanding community services.

Hearing of Delegations

11. None.

Information & Discussion Items:

12.1 Administrative & Business Services: None.

12.1.1 Receive Report on Food Services Operations

Associate Superintendent of Business Services, Dr. Casey Goodall, introduced the Food Services secretary, Lois McDaniel and others who are working in the operation of the business. He then presented a power point which included a two year financial comparison, reviewed staffing and accomplishments.

- Public Hearing:**
- 13.1 Administrative & Business Services:**
 - 13.1.1** Conduct a Public Hearing Regarding the Accepting State Categorical Funds and Implementing Flexibility Authorized by SBX3 4

Opened public hearing 8:02 p.m.
No comments were made.
Closed public hearing 8:03 p.m.
 - 13.1.2** Open Public Hearing on the School Facilities Needs Analysis and Adoption of Alternative Developer Fees Pursuant to Government Code Section 65995.6 (d)

Opened Public hearing 8:04 p.m.
No comments were made.
Closed public hearing 8:05 p.m.
 - 13.2 Educational Services:**
 - 13.2.1** Conduct a Public Hearing Regarding the Charter Renewal for the Tracy Learning Center's Discovery School (4-8)

Opened public hearing 8:05 p.m.
No comments were made.
Closed Public Hearing 8:06 p.m.
- Consent Items:**
- Action:** Swenson, Guzman. Pulled 14.1.6 to vote on separately.
Vote: Yes-6; No-0; Absent-1(Crandall)
 - 14.1 Administrative & Business Services:**
 - 14.1.1** Accept the Generous Donations from the Various Individuals, Businesses and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
 - 14.1.2** Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 14.1.3** Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 14.1.4** Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 14.1.5** Accept the Annual Report on the Collection and Expenditure of Development Fees for Fiscal Year 2009/10
 - 14.1.6** Receive Report on Facilities Utilization (Separate Cover Item)
 - Action:** Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
This item was pulled and voted on separately.
 - 14.1.7** Approve Payroll Reports for July – November, 2010
 - 14.1.8** Approve Revolving Cash Fund Reports for October-November, 2010
 - 14.1.9** Approve Accounts Payable Warrants Report for October-November, 2010 (Separate Cover Item)
 - 14.1.10** Approve Assembly Vendors and Site Assembly Utilization Calendars
 - 14.1.11** Approve Monthly Budget Adjustment Report, October-November, 2010

- 14.2 **Educational Services:**
- 14.2.1 Approve Agreement for Special Contract Services with Dr. Ruth Brittan as Guest Conductor for the 2011 Tracy Unified School District Honor Band for a Total of Three Rehearsals and One Performance
- 14.2.2 Ratify Master Contract with Options in Education, NPS
- 14.2.3 Ratify Contract with United Cerebral Palsy
- 14.3 **Human Resources:**
- 14.3.1 Approve Classified, Certificated and/or Management Employment
- 14.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certified, and/or Management Employment
- 14.3.3 Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2010-2011 School Year

Action Items:

- 15.1 **Administrative & Business Services:**
- 15.1.1 Authorize Associate Superintendent for Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers and Equipment
Action: Guzman, Vaughn. **Vote:** Yes-6; No__ ; Absent-1(Crandall)
- 15.1.2 Approve Accepting State Categorical Funds and Implementing Flexibility Authorized by SBX3 4
This item was moved up on the agenda.
Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 15.1.3 Certify 2010-2011 Fiscal Year First Interim Report (Separate Cover Item)
Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 15.1.4 Approve and Appoint the Selected Applicants for Specified Terms on the Measure S and Measure E Bond Oversight Committees
Action: Swenson, Vaughn. **Vote:** Yes-6; No__ ; Absent-1__ ; Abstain__
- 15.1.5 Authorize Release of Request for Qualifications (RFQ) for Lease-Leaseback Contractor for the Modernization of Monte Vista Middle and McKinley Elementary Schools
Action: Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 15.2 **Educational Services:**
- 15.2.1 Approve School Site Single Plans for Student Achievement and Site Categorical Budgets for 2010/2011 School Year
Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 15.2.2 Approve Agreement for Special Contract Services and MOU with San Joaquin County office of Education CASST (Calaveras, Amador, San Joaquin, Stanislaus and Tuolumne Counties) Leadership Coaching and Tracy Unified School District to Provide Coaching for Three Comprehensive High School Principals from January 3, 2011, through June 30, 2011
Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Crandall)
- 15.3 **Human Resources:**
- 15.3.1 Approve Revised Job Description for Elementary School Secretary K-5/K-8

Action: Guzman, Vaughn. **Vote:** Yes-6; No-0; Absent-1(Crandall)
15.3.2 Adopt Resolution No. 10-12 Authorizing Teachers to Teach Outside of Their Major/Minor
Action: Guzman, Silva. **Vote:** Yes-6; No-0; Absent-1(Crandall)
15.3.3 Authorize Tracy Unified School District to Hire AVID College Tutors for the Remainder of 2010-11 School Year
Action: Vaughn, Guzman. **Vote:** Yes-6; No-0; Absent-1(Crandall)

Board Reports:

Trustee Silva commented that he is honored to be on this Board and looks forward to working with everyone. He has a lot to learn and will do his best. Trustee Swenson welcomed Greg and Jill to the group. Trustee Guzman also welcomed Greg and Jill and thanked Bill for a great job as president. He welcomed Walter as incoming President. He attended some facilities meetings and attended the TLC meeting last night. They also have new board members. Trustee Vaughn congratulated Greg and Jill for officially being on the Board. He also congratulated Ted, Bill and Gregg for being re-elected and Walter for becoming Board President. He wishes all the staff a Merry Christmas and Happy New Year. Trustee Costa welcomed Greg and thanked Bill for his hard work this last year. She looks forward to working with Walter as President. Trustee Gouveia thanked everyone on the Board for all their support. He is humbled and is proud to be here and his goal is to work for consensus support for all students and staff and the general public of Tracy. We face an achievement gap that challenges us and we will meet these challenges and create a unique and profound solution. Together we can solve our challenges. He attended the CSBA conference and attended a number of workshops on the achievement gap.

Superintendent Report:

Dr. Franco commented that one of the ways to enhance revenue is through donations. He thanked those responsible for the donations approved tonight. They are Hal Robertson, Jerry Effenbeck, Vernalis Warehouse, Rhodes-Stockton Bean Co-Op, Banta-Carbona Irrigation District, San Joaquin County Citizens Land Alliance, San Joaquin Valley Hay Growers Assn, and the Lawrence Livermore National Laboratory. He congratulated our new board members. He also attended the multi cultural activities for Hirsch and West High. They did a great job. In football, Casey Wichman was the recipient of the Peter B. Kyne Award. He wished "Happy Holidays" to everyone. Everyone was invited for dessert in the conference room.

9:47 p.m.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business
DATE: January 4, 2011
SUBJECT: Receive Report on the Governor's State Budget Proposal

BACKGROUND: On January 10th Governor Brown is scheduled to propose the California State Budget for 2011-12.

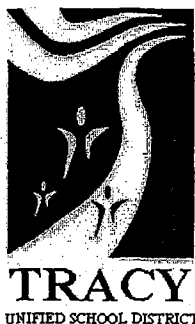
RATIONALE: Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. The California Association of School Business Officials is quoted as stating, "Governor-elect Jerry Brown has made a great effort [...] to get the news out that the state budget is in a \$25 billion hole and that there is going to be more budget pain in the future of every program that relies on state funding, including schools."

Staff will review the budget proposal on January 10th and provide a report of whatever information is known on the date of the board meeting.

FUNDING: There is no cost to hearing this report, but the California State Budget is the greatest source of funds available to the district and will impact budget planning.

RECOMMENDATION: Receive Report on the Governor's State Budget Proposal.

Prepared by: Casey J. Goodall, Associate Superintendent for Business Services



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: December 17, 2010
SUBJECT: Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) for the 2010-2011 School Year

BACKGROUND: The current three-year contract between the California School Employees Association and the Tracy Unified School District expires June 30, 2011. The contract has a provision for parties to "meet and negotiate" if mutually agreed upon by both parties, with respect to any subject or matter whether referred to or covered in the Master Agreement or not. CSEA and the District have made public their proposals for the 2010-2011 school year.

RATIONALE: This item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

FUNDING: N/A

RECOMMENDATION: Receive Public Comments Regarding Negotiations with the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) for the 2010-2011 School Year

Prepared by: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources



TRACY

UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *cc/lab* Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 17, 2010
SUBJECT: **Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District.**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

1. Tracy Unified School District/Tracy High School: From: Chan Hong in Memory of Carol Chi Phan. The donation has an estimated value of \$21,168.00. This donation is a Boston GP163EP Grand Piano (Serial #153815) which is being donated to the Tracy High School Music Program in memory of Carol Chi Phan.
2. Tracy Unified School District/Tracy High School ASB: From: Tracy Breakfast Lions. The donation is in the amount of \$1,000.00 (check #3929). This donation is for the Tracy High FFA program.
3. Tracy Unified School District/Kimball High School: From: NUMMI. The donation has an estimated value of \$2,000.00. This donation includes miscellaneous used office furniture and office supplies (labels, card stock, shelves, stackable chairs, supply cabinet, an industrial fan, and a hand cart).
4. Tracy Unified School District/Tracy and West High Schools c/o FFA Agriculture Extended Days Program: From: Tracy Chevrolet. The donation is in the amount of \$9,000.00 (ch # TBD). This donation is for the Agriculture Extended Days Program.
5. Tracy Unified School District/South West Park Elementary c/o South West Park Elementary: From: Tracy Chevrolet. The donation is in the amount of \$1,000.00 (ch # TBD). This donation will be used to purchase playground equipment for the school.

6. Tracy Unified School District/Williams Middle School: From: Taylor Farms, Inc. The donation is in the amount of \$1,000.00 (check #TBD). This donation is a general donation to the school.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District.

This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept the generous donations from the various individuals, businesses, and school site parent teacher associations listed herein with thanks and appreciation from the staff and students of the Tracy Unified School District.

Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 3, 2011
SUBJECT: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Measure E Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

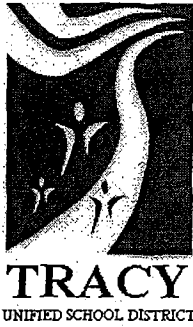
Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE E BOND
SUMMARY OF SERVICES**

A. Vendor: Decotech
Site: Tracy High School – Modernization/Reconstruction – Library/Classrooms
Item: Proposal
Services: For (4) LCD Projectors for Business/Computer Classrooms.
Cost: \$2,888.40
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

B. Vendor: Hazard Management t Services
Site: Tracy High School – Modernization/Reconstruction – Cafeteria/Classrooms
Item: Proposal-Ratify
Services: Consultant to perform environmental survey and testing, monitoring, including labor and sampling.
Cost: \$6,350.00
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)

C. Vendor: Rainforth Grau Architects
Site: Tracy High School – Modernization/Reconstruction
Item: Proposal for Preliminary Professional Services
Services: Consultant to perform preliminary architectural planning services during initial work on a “time and materials” basis until such time as the Professional Services Agreement is executed. Billings will convert to the fee method and the amount billed will be credited, as applicable.
Cost: \$60,000.00 Not to Exceed (NTE)
Project Funding: Measure E Bond Funds and State School Building Fund (SSBF)



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 3, 2011
SUBJECT: Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

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RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

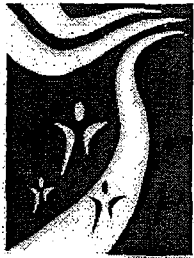
FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Measure S Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE S BOND
SUMMARY OF SERVICES**

A. Vendor:	AMS.Net
Site:	Tracy High School
Item:	Merced County Focus Piggyback Agreement-Ratify
Services:	Security Surveillance Project; Hardware and Software.
Cost:	\$7,379.27
Project Funding:	Measure S Bond Funds



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: January 3, 2011
SUBJECT: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Routine Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES**

-
- A. Vendor: San Joaquin County Health Department
Site: All Sites
Item: San Joaquin County Health Officer Protocol for the Prevention and Control of Communicable Disease for Tracy Unified School District
Services: The purpose of this Protocol is to provide Standardized Procedures so that Public Health Services and the Tracy Unified School District may cooperate in measures necessary for the prevention, detection, and control of communicable diseases in school age children, their families, school employees, and the local community.
Cost: n/a
Project Funding: n/a
-
- B. Vendor: All City Management Services
Site: Bohn School
Item: Agreement for Crossing Guard Services
Services: Agreement for Crossing Guard Services for the 2010-2011 school year.
Cost: \$14.24 per hour and shall not exceed \$7,690.00.
Project Funding: General Fund
-
- C. Vendor: Rodgers Construction & Engineering Co.
Site: Kimball High School – 2010 Portables - Transport
Item: Notice of Completion
Services: Contractor transport and reset (4) Portable Classroom Buildings.
Original Contract: \$59,000.00 Change Order: \$1,538.39
Final Total Contract Amount: \$60,538.39
Project Funding: Developer/Mitigation Fees
-
- D. Vendor: A.M. Stephens Construction Co., Inc.
Site: Kimball High School – 2010 Portables – Site
Item: Change Order #1
Services: Scope of Work documented in attached change order summary.
Cost: \$20,405.57
Project Funding: Developer/Mitigation Fees
-



BUSINESS SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: *Casey Goodall* Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: December 17, 2010
SUBJECT: Approve Assembly Vendors and Site Assembly Utilization Calendars

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

RATIONALE: School site assemblies require pre-approval to ensure three different documents are in place: an approved contract; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all assemblies are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. Additionally, the attached calendar of events has been reviewed to ensure the date and time of the event does not conflict with other site or district events.

This list will be updated monthly and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Approve Assembly Vendors and Site Assembly Utilization Calendars

Prepared by: Cindy Everhart, Facility Use Secretary

Board Approved	Vendor	Insurance Expires
*FLAMES ARE PROHIBITED ON DISTRICT PROPERTY - SEE BELOW		
11/9/2010	Pacific Dental Services/Tracy Smiles/My Kids Dentist & Orthodontist-Meghan Stephens - 836-5441- stephensm@pacificdentalservices.com, Cammy Harvey - harveyc@pacificdentalservices.com. www.tracysmilesdental.com. 2600 S. Tracy Blvd. Ste. 160 & 170	1/1/2011
8/25/11	Soul Shoppe, Vicki Abadesco, 415.333.9347, info@soulshoppe.com	2/1/2011
10/9/07	Percussion Discussion Ken Bergmann's 925-755-3786 percuss@pacbell.net	2/26/2011
8/25/09	Intermission Productions, Sheryl Madison, 839-9333, sher.ipmascots@yahoo.com, www.intermissionproductions.com. Haunted Houses must be pre-approved by Bob Corsaro	3/20/2011
2/9/10	San Francisco Shakespeare Festival - Leslie Breton, 415.558.0888, www.sfshakes.org, wwwsfshakes.org/tour/index.html	3/22/2011
9/28/10	Thomas Brown & Associates, 707.968.9030, www.tbrownassociates.com	3/26/2011
4/28/09	Color Me Mine, Angie Long , 834.8910, tracy@colormemine.com, www.tracy.colormemine.com	4/4/2011
2/12/08	Toucan Jam, Sue Lomolino - www.toucanjam.net, 832-0331, sue@theothercheek.com	4/25/2011
11/9/2010	Arts Echo Children's Theater Center - Arithmetickle. Ben Bendor 800-341-3585. www.arithmeticle.com	4/25/2011
9/28/2010	Bebe Conrad, Benny & Bebe's Magic Circus, www.magiccircus.com, info@magiccircus.com, (415) 457-4FUN (4386)	4/25/2011
2/12/08	Sparkles the Clown, Terry Donaldson - 835-8383, www.sparklesdelight.com	5/1/2011
2/12/08	Ravioli the Clown - Denis Martinez - 835.3535, www.raviolitheclown.com	5/1/2011
8/28/07	Horizon Intertainment - Teen Truth Anti Bully JC Pohl 818 755 8800 , jc@teentruthlive.com	5/18/2011

Board Approved	Vendor	Insurance Expires
12/14/2010	David Greenberg - Author - 360-560-7766. fax # 503-842-1290. authilus@teleport.com.www.authorsillustrators.com/greenberg/greenberg.htm	6/18/2011
10/9/07	Prismatic Magic - Christopher Volpe -973-283-9006 chris@prismaticmagic.com, frank@prismaticmagic.com	7/16/2011
11/13/07	Bureau of Lectures & Ancient Artifacts John Tacha or Terry Lyman 800.255.0084, (FIRE SHOW NOT ALLOWED) www.assemblyline.com/index.html bureau@assemblyline.com	8/20/2011
8/28/2007	Theater for Children, B Street Theater Programs, Lea Ladd, 916.443.5391 x112	8/28/2011
10/9/07	Mad Science, Danielle Mae Lee, danielle@madsciencesacto.com, 916-736-2924, Elena Michel elena@madsciencesacto.com (Fire & Ice Show not allowed)	12/1/2011
10/23/07	Lawrence Hall of Science, 510-642-1700, pfsreq@berkeley.edu, www.lawrencehallofscience.org	Indemnification approved, Tier 1
10/9/07	McDonalds Tammi Beck 916-962-1982	NO Charge, Tier 1
10/9/07	NASA Karin Costa 650-604-6077	NO Charge, Tier 1
10/9/07	Otto the Auto Wendy Sanchez 415-565-2676 wendy_sanchez@csaa.com	NO Charge, Tier 1
10/9/07	Sandia Labs Simone Williams 925-294-2609 srwilli@sandia.gov	NO Charge, Tier 1
2/10/09	JOE FOSS Institute, 480.348.0316, www.jfiweb.org	NO Charge, Tier 1
4/28/09	District 5 Dairy Princess, 639-1715	NO Charge, Tier 1
5/26/09	Get Real Behind The Wheel, Safe Driving Assembly targeted to 8th, 9th & 10th graders. Ken Ucci 209.601.6523. www.getrealbehindthewheel.org	NO Charge, Tier 1
5/26/09	Cowboys & Kids Reach Assembly, Penny Conway, www.reachkids.com, reachme@theriver.com	NO Charge, Tier 1
2/23/10	Boys Scouts - Civil War History presentation Preston Gilliam, 209-830-1870 or pgilliam@pacbell.net	NO Charge, Tier 1

***Section 308.3 Open Flame.** A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.

Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.

Board Approved	Vendor	Insurance Expires
FOOD VENDORS:		
5/11/19	Chevy's 839-2241, www.chevys.com	5/9/2011
8/10/10	Shorter's Rib Pit & Catering 839-2290, 16 E. 9th Street, Tracy,	4/9/2011
10/13/09	Famous Dave's BBQ Catering: 866-408-7427 fax 833-9043 www.famousdaves.com	10/1/2011
12/8/2009	Texas Roadhouse- Tim Lund, 830-1133, store_tracy@texasroadhouse.com ,	12/1/2011
	ADDING:	
	Tracy Breakfast Lions- Dennis Smith 627-8068, 835-5077, copsonline@comcast.net	9/1/2011
	Tracy Tank Town Lions - Debra Hopman 640-8612 debbiehopman@gmail.com	9/1/2011
<p>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.</p> <p>Please remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250 – 1,000.</p>		



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: December 16, 2010
SUBJECT: Approve Overnight Travel for Tom Renner, Aaron Gozum, Pauline Gutierrez, Ian Nool, Emily Teixeira, and Matthew Testo to Attend the ACDA CA All-State Honor Choir in Sacramento, CA March 31– April 2, 2011

BACKGROUND: Participation in the ACDA CA All State Honor Choir is a prestigious honor for those talented choir students, selected by rigorous audition. A record high selection of five students from Tracy High will be provided the opportunity to perform with this honor ensemble, directed by world-class, renowned conductors. Tom Renner will transport the students and chaperone the trip. They will stay at the Residence Inn Marriot at Capitol Park in Sacramento, CA.

RATIONALE: It is goal of the Tracy High School (THS) Performing Arts Magnet to provide students with increased performance opportunities. Our students, Aaron Gozum, Pauline Gutierrez, Ian Nool, Emily Teixeira, and Matthew Testo are uniquely qualified to participate in this event and represent their own, and Tracy High's dedication to music. They are recognized members of Tracy High School's Madrigals Choir. This aligns with Strategic Goal#1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and Strategic Goal #2: Provide a safe environment for students and staff that is conducive to learning.

FUNDING: The total will not exceed \$3,500. Expenses for the ACDA CA All-State Honor Choir will be paid out of the Choral Company account (substitute teacher), the ASB account, and students' family contributions. Fundraiser(s) will be available to pay for those students who are unable to fund their own trip.

RECOMMENDATION: Approve Overnight Travel for Tom Renner, Aaron Gozum, Pauline Gutierrez, Ian Noll, Emily Teixeira, and Matthew Testo to Attend the ACDA CA All-State Honor Choir in Sacramento, CA March 31– April 2, 2011

Prepared by: Jason Noll, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: December 17, 2010
SUBJECT: Approve Agreement for Special Contract Services for Nancy Fetzter to Provide Two Full Days of Coaching for Teachers in Reading Comprehension and Writing Strategies at Central School on March 21, 2011 and March 22, 2011.

BACKGROUND: Through program evaluation and the results of District and State assessments, we have identified the need to work on building a more comprehensive writing program. Ms. Fetzter has been providing Central teachers coaching in language and writing strategies for the past 5 years. Staff found Ms. Fetzter's suggestions for building language and instructional strategies very useful and requested that Ms. Fetzter model writing lessons for teachers new to Central School and provide critical feedback to previously trained teachers. Central School's data indicates that more students can read but comprehension skills need to be improved. Ms. Fetzter will provide training to staff on improving reading comprehension and will work with grade level teams to plan and sequence their writing curriculum for the year.

RATIONALE: Central is a Title I school and despite continuous academic growth, we have not yet moved out of Program Improvement status. Many students perform below District standards on writing assessments. However, after having Nancy Fetzter work with staff, the writing scores have shown improvement. Ms. Fetzter has presented at state-wide conferences and is a highly respected writing coach. Central School staff is requesting approval to bring this consultant in to work with Central teachers. This in-service supports District Goal #1 – Provide a variety of learning opportunities through standards based on curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap and/or Goal #4 – Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees.

FUNDING: Central's Title 1 funds will provide \$3,400.00 to cover the cost of coaching.

RECOMMENDATION: Approve Agreement for Special Contract Services for Nancy Fetzter to Provide Two Full Days of Coaching for Teachers in Reading Comprehension and Writing Strategies at Central School on March 21, 2011 and March 22, 2011.

Prepared by: Nancy Morgan Link, School Principal

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Avenue, Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Nancy Fetzter hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide two full days of coaching for teachers in writing strategies at Central School on March 21-22, 2011.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 days under the terms of this agreement at the following location: Central School in Tracy, CA.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$3400. ~~FLAT RATE~~ not to exceed a total of \$3400.00 Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL; ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the district rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed those currently in effect for employees of the District. Reimbursement of expenses is included in the contractors flat rate fee for the term of this agreement.
 - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS, ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 21, 2011, and shall terminate on March 22, 2011.
5. This agreement may be terminated at any time during the term by either party upon thirty days written notice.
6. Contractor shall contact the District's designee, Nancy Link at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
7. The parties intend that an independent contractor relationship be created by this contract and District assumes no responsibility for workers' compensation liability. District likewise assumes no responsibility for liability for loss, damage, or injury to person(s) or property resulting from, or caused by, the contractor's activities during or relating to the performance of service under this Agreement.

X. 12/3/10

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm, or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission, of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense, and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act, or omission of District or its officers, agents, or employees.

8. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor.
9. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer.
10. District shall become the owner or, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

AGREED:

 Consultant Signature (1)
 Social Security Number (2)/Tax ID # _____
 Date 12/3/2010
 Title Owner
 Address & Phone # 10500 Valle Vista
 Murietta CA 92542

 Tracy Unified School District

 Date

 Title

 Account Number to be Charged

 Department/State Approval

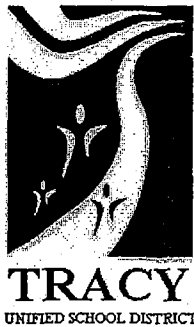
 Budget Approval

 Date Approved by the Board

Send all copies to the Business Office:

- (1) Whenever organizational names are used, the authorized signature must include title, such as president.
- (2) Whenever organizational names are used, the employer IRS Identification Number must be used instead of a Social Security Number.

REF: G:\clyons\FORMS\Contract Services Agreement 7 02.doc



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: December 17, 2010
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Mackay, Sharon

CLASSIFIED

Para Educator I (New)
Villalovoz Elementary School
*Filled by current TUSD employee
Range 24, Step C - \$13.73 per hour
3 hours per day
Funding: EIA

Zamora-Navarro, Roxana

Bus Driver (Replacement)
Transportation
*Filled by current TUSD employee
Range 36, Step C - \$18.15 per hour
4.5 hours per day
Funding: Transportation-Special Ed

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~JA~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services
& Human Resources
DATE: December 17, 2010
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified,
Certificated, and/or Management Employment

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Mackay, Sharon Special Ed Para Ed I	Hirsch	12/10/2010	Accepted Para Ed I position at Villa
Madril, Marcos School Security Person	THS	12/17/2010	Personal
Zamora-Navarro, Roxana Bus Driver/Cust./Grounds	Transportation/ Maintenance	12/9/2010	Accepted Bus Driver position

RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified,
Certificated, and/or Management Employment

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human
Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr.~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: December 17, 2010
SUBJECT: Approve the Hiring of Four Additional Consulting Teachers for the Peer Assistance and Review Program Per Article XXXVI of the Current Master Agreement Between the Tracy Educators Association and the Tracy Unified School District

BACKGROUND: In 1999, Assembly Bill 1X, the California Peer Assistance and Review Program for Teachers (PAR) was passed. This bill provides an opportunity to develop new working partnerships in education and to strengthen the teaching profession. The purpose of the PAR Program is to improve the education of students by improving the classroom performance of teachers.

AB 1X requires a joint teacher/administrator peer review panel (Joint Committee) to identify and select Consulting Teachers to assist Participating Teachers. The following four teachers have been identified as Consulting Teachers and will serve a three-year term pursuant to the Peer Assistance and Review (PAR) Article of the current Master Agreement between the Tracy Educators Association and the Tracy Unified School District:

- Megan Williams
- Ann Jayne
- Joan Juarez
- Paul Kalnins

RATIONALE: The Consulting Teachers will assist Participating Teachers. A Participating Teacher is any member of the certificated bargaining unit who is covered by Article XVII, Evaluation, of the Master Agreement. A Participating Teacher with an unsatisfactory on the final evaluation in any of the following areas must participate in the PAR Program:

- Engaging and supporting all students in learning
- Creating and maintaining effective environments for student learning
- Understanding and organizing subject matter for student learning
- Planning instruction and designing learning experiences for all students
- Assessing student learning

A teacher may also volunteer to participate in the PAR Program because he/she would like to receive peer assistance.

This aligns with Strategic Goal #6: Provide training and staff development opportunities that are designed to improve knowledge and skills of all employees

FUNDING: Expenses for the Peer Assistance and Review (PAR) Program will be funded by the PAR account.

RECOMMENDATION: Approve the Hiring of Four Additional Consulting Teachers for the Peer Assistance and Review Program Per Article XXXVI of the Current Master Agreement Between the Tracy Educators Association and the Tracy Unified School District

Prepared by: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources



BUSINESS SERVICES MEMORANDUM

TO: James C. Franco, Superintendent
FROM: C. Goodall, Associate Superintendent for Business
DATE: December 17, 2010
SUBJECT: Adopt Resolution No. 10-13 Authorizing the Imposition and Collection of Developer Fees

BACKGROUND: At its January 30, 2008 meeting, the State Allocation Board (SAB) authorized a new maximum developer fee. This action allowed the fee on residential construction to increase from \$2.63 to \$2.97 per square foot, and the fee on commercial/industrial construction to increase from \$0.42 to \$0.47 per square foot. At the January 27, 2010, the SAB voted to maintain the developer fee rate at the same level as the 2008 level of \$2.97 for residential and \$0.47 for commercial/industrial.

RATIONALE: There are three levels that may be levied for developer's fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the SAB for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6 and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer's fee up to 100 percent of the School Facility Program new construction project cost.

Fees collected in the feeder elementary school district areas will be split in the same ratio as in the past – 75% elementary and 25% high school area, but allowing the high school area to charge the difference in the fee up to the maximum rate.

TIMING: The increase in developer fees takes effect 60 days after enactment. March 12, 2011 will be the first date an increased developer fee can be charged; however, there is no increase in rates from the previous adoption.

RECOMMENDATIONS: Adopt Resolution No. 10-13 Authorizing the Imposition and Collection of Developer Fees

Prepared by: Bonny Carter, Director of Facilities and Planning



RESOLUTION NO. 10-13

**RESOLUTION OF THE BOARD OF EDUCATION OF THE TRACY JOINT
UNIFIED SCHOOL DISTRICT AUTHORIZING THE IMPOSITION AND
COLLECTION OF DEVELOPER FEES IN ALAMEDA AND SAN JOAQUIN
COUNTIES, CALIFORNIA**

January 11, 2011

WHEREAS, the Tracy Joint Unified School District (hereinafter "District") adopted Resolution 07-16 in February 2008 ("Resolution No. 07-16"), pursuant to authority granted the District through Government Code Section 65995 and Education Code Section 17620, et seq.; and

WHEREAS, Resolution No. 07-16 established a combined fee of Two Dollars and Ninety Seven Cents (\$2.97) per square foot of assessable space on any new residential development, and Forty Seven Cents (\$.47) per square foot of assessable space on commercial/industrial development allocated proportionately as allowed by Education Code 17623; and

WHEREAS, Resolution No. 07-16 remains in full force and effect; and

WHEREAS, the terms of Assembly Bill 1600 (hereinafter "AB 1600"), Chapter 927 of the Statutes of 1988, became effective on January 1, 1989, and are codified at Government Code Section 66000, et seq.; and

WHEREAS, AB 1600 requires that any local agency which establishes, increases or imposes a fee as a condition of approval of a development project on or after January 1, 1989, shall make specified findings relating to the purpose and use of the fee and relating to the reasonable relationship between the fee's use and the type of development, and the need for the public facility and the type of development; and

WHEREAS, any local agency imposing a fee as a condition of approval of a development project after January 1, 1989, must also determine a reasonable relationship between the amount of the fee and cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed; and

WHEREAS, Government Code Section 66018 requires that prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency must hold at least one public hearing at a regularly scheduled meeting, at which time oral or written presentations may be made, and the local agency must publish the time and place of the meeting, as well as a general explanation of the matter to be considered, in accordance with Government Code Section 6062a; and

WHEREAS, on June 13, 1995 the Tracy Joint Union High School District and the Tracy School District, as the predecessors to the District, adopted a study of the impact of new residential development on existing school facilities and the need for additional school facilities which will result from new development within the boundaries of the District, which study sets forth the relationship between new development and school facilities, the needed school facilities, and the estimated cost of those facilities. Said study is entitled "Comprehensive School Facilities Capital Improvement and Finance Plan" with the two addenda entitled "Residential Statutory Development Fee Justification" (June 1995) and "Non-Residential Statutory Development Fee Justification" (August 1995) (hereinafter collectively the "Study"); and

WHEREAS, the Tracy Joint Union High School District, through Resolution No. H96-19 and the Tracy School District through Resolution No. 96-25 approved an addendum to the Study on March 25, 1997, (the "First Addendum"); and

WHEREAS, the District has undertaken an update to the Study entitled "Updated Comprehensive School Facilities Capital Improvement and Finance Plan" (the "Updated Study") which was adopted on June 23, 1998; and

WHEREAS, the District has undertaken a review and update of the school facilities policies contained in the 1998 "Updated Comprehensive School Facilities Capital Improvement and Finance Plan" which were adopted on November 26, 2001; and

WHEREAS, the Updated Study and the "Non-Residential Statutory Development Fee Justification" were available for public inspection and review ten (10) days before the public hearing held prior to adoption of this Resolution; and

WHEREAS, the Updated Study demonstrates an expected increase in residential housing of over 25,000 units by the year 2012 within the District's boundaries based upon the projections from the City of Tracy Urban management Plan and the Counties of Alameda and San Joaquin; and

WHEREAS, the District must impose development fees at the maximum amount allowed by law upon new residential development in order to provide sufficient revenues to construct and reconstruct school facilities needed to house students generated by new development within the District; and

WHEREAS, the District does not have available to it other sources of sufficient funds to construct facilities to house students generated by such development.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board hereby finds that notice of the public hearing on adoption of this Resolution 10-13 was published in accordance with Government Code Section 6062a, and that the public was given the opportunity to comment at the public hearing held prior to adoption of this Resolution No.10-13.
2. The Board hereby reaffirms the findings made as part of Resolution No. 07-16, and specifically authorizes continuance of the fees imposed by that Resolution on new residential and commercial/industrial development until this Resolution No. 10-13 becomes effective.
3. The levy of the fees as described below is not subject to the California Environmental Quality Act ("CEQA") pursuant to Education Code Section 17621(a).

4. The Board hereby adopts and levies the following statutory school fees, to be effective sixty (60) days after adoption of this Resolution 10-13, and to be levied against all new residential construction and development within the boundaries of the District, which is not: (1) already covered by a separate agreement or Memorandum of Understanding between the District and a developer; (2) already part of CFD 97-1, which includes the statutory developer fee; or (3) otherwise conditioned through a legally binding agreement to provide full school impact mitigation by the City of Tracy or Counties of Alameda or San Joaquin.

a. Two Dollars and Ninety Seven Cents (\$2.97) per square foot of assessable space on all new residential construction (including mobile homes under Education Code Section 17625) and other residential construction which adds more than 500 net square feet of assessable space to an existing residential structure unless exempted under Revenue and Taxation Code Section 74.3.

b. Forty Seven Cents (\$.47) per square foot of assessable space for commercial/industrial development and Senior Citizen housing in accordance with Government Code Sections 65995.1 and 65995.2.

c. In areas of the District where there are feeder elementary school districts, the District shall levy the difference between the residential or commercial/industrial fee levied by the elementary school district and \$2.97 per square foot or \$.47 per square foot respectively.

d. The District may expend fees collected under this Resolution to pay for the cost of any updated study and in addition may expend up to three percent (3%) of the fees collected in any fiscal year for reimbursement of the administrative costs incurred in collecting the fees (Education Code Section 17620(a)(5)).

5. The District has previously adopted the Study, the Updated Study, the review of the 1998 Study, and the "Non-Residential Statutory Development Fee

Justification" with their findings and conclusions, and incorporates them by reference into this Resolution, and specifically finds:

a. The purpose of the fees authorized by this Resolution and by Resolution 07-16 is to finance public school facilities to house and provide educational services for increased student enrollment caused by new development within District boundaries. The Study shows an estimated enrollment increase of over 7,000 new students, causing the need for approximately 3 new elementary schools, 1 middle school and 3 high schools by the year 2012.

b. Development fees collected pursuant to this Resolution and Resolution No. 07-16 shall be used to finance new public school facilities (including additions to existing campuses) to house the additional students to be generated from new development as described in the Updated Study.

c. Pursuant to Government Code Section 66007(b), development fees shall be charged upon issuance of a building permit, and shall be paid prior to receiving a certificate of compliance from the District. The District designates the Associate Superintendent, Business Services as the official responsible for collection and determination of the fee.

d. There is a reasonable relationship between the use of the fees imposed by this Resolution and Resolution No. 07-16, and the type of development project upon which the fees are imposed in that the fees will be used to construct school facilities necessary to house additional students generated by residential development projects within the District, as set forth in the above-mentioned Updated Study.

e. There is a reasonable relationship between the need for additional school facilities and the type of project on which the fee is imposed in that new residential development within the District burdens the District's existing facilities by providing housing for additional school-age children who must be educated, creating a need for new school facilities and reconstructed school facilities to

house these students and provide other educational services to them. New commercial/industrial development within the District provides employment opportunities for individuals with school age children who may move into older homes within the District not subject to the Development Fee, or who may request that the District educate their school age children as a solution to transportation and childcare problems, although they may not reside within the boundaries of the District. Either situation will create a need for additional new school facilities or reconstructed school facilities to house students and provide other educational services to them. The District finds that the Non-Residential Statutory Development Fee Justification meets the requirement of Education Code Section 17621(e) with regard to the levy of fees on a commercial/industrial property.

6. The District finds that there is a reasonable relationship between the amount of the fee and the cost of the public facilities in that the cost of the necessary educational facilities resulting from each individual development exceeds the amount which would be generated through the development fees on each project, as set forth in the Updated Study. The Updated Study shows that the actual costs of the School facilities needed by the year 2012 on a per dwelling unit basis is approximately four and a half times the amount generated by the fees approved by this Resolution.

7. The District shall comply with the accounting and reporting requirements of Government Code Section 66001 (c) through (f).

8. The District has established an account for school facilities fees, appropriated funds for school facilities, and adopted a proposed plan for the expenditure of these funds.

9. Pursuant to Education Code Section 17624, the District will repay any fee levied after January 1, 1990 against a development project for which the building permit expires without the commencement of construction, less the amount of actual administrative costs incurred in repaying the fee.



BUSINESS SERVICES MEMORANDUM

To: Dr. James Franco, Superintendent
From: Dr. Casey Goodall, Associate Superintendent, Business Services
Date: December 15, 2010
Subject: Adopt Resolution 10-14; Authorizing the Participation in California School Cash Reserve Program (mid-year TRAN).

BACKGROUND: By passing the Resolution before the Board, our District will have the opportunity to participate in the mid-year TRAN offering from the California School Cash Reserve Program sponsored by the California School Boards Association Finance Corporation. In 2010-2011, over 139 school districts, community college districts, and county offices of education were involved in the issuance of more than \$612 million of notes issued through the Program. This participation represents a majority of schools that issue TRANs.

The 2010-11 mid-year TRAN offering is specifically designed to address cash flow deficits caused by the State's deferral of apportionment funding from February, April, May and June (across the end of the fiscal year) until July and August. Based on preliminary estimates, up to one-third of 2010-11 K-12 State apportionment funds will be deferred until next fiscal year. The deferral of these revenues can have a significant impact to cash balances at the end of the fiscal year. Issuance of this TRAN will provide funds to our District to address cash deficits caused by these deferrals.

Through participation in the Cash Reserve Program, our District will be able to issue a tax and revenue anticipation note as part of this cost-effective pooled structure. An overview of this cash management concept and the Program is provided below:

1. ***Tax and Revenue Anticipation Notes (TRANs):*** TRANs are short-term debt instruments issued by school districts throughout the State to create an additional reserve to the general fund. In our District, this reserve will act as a cushion to the general fund in the event that we experience temporary cash flow needs. These cash flow needs may occur as a result of the timing mismatch between the receipt of revenues (generally received in an uneven fashion) and the expenditure of general fund monies (generally paid out in a more level fashion).
2. ***TRANs Economics:*** Through our participation in the Program, our District will issue a tax-exempt note. The proceeds from the sale of this note, while not needed for cash flow, are invested in a taxable investment. This may result in a positive spread between the borrowing rate and the investment return on the TRAN proceeds.
3. ***Cash Reserve Program Background:*** The first Cash Reserve Program was issued in June of 1988 for six districts with an aggregate issue amount of \$9.6 million. Since that time the Program has grown dramatically in size, servicing the majority of California school district TRAN issuers, issuing nearly \$612 million for the 2010-2011 fiscal year.

Each year the Program has resulted in a significant benefit to the participants. The highlights of the Program are as follows:

- Participants benefit from a cost-effective and administratively simple method to issue their TRANs.
 - Documentation is streamlined for governing board approval.
 - Participants benefit year-round administrative assistance.
4. **Cash Reserve Program Process:** The Cash Reserve Program involves the following key steps in order to participate:
- a. ***Adoption of Resolution:*** Adoption of Resolution 10-14 does not obligate the District to participate in the Program. The resolution simply delegates to the administration the right to decide on participation.
 - b. ***Cash Flow and Credit Background Process:*** Participants submit a completed credit questionnaire and financial information (including audits, budget, interim reports, and cash flow projections) that is used to develop their initial pro-forma cash flow statement for 2010-2011 that extends up to the anticipated State deferment payment dates. Piper Jaffray works with the Districts to review, revise and finalize the cash flow statement and TRAN issuance amount. The cash flows are reviewed by Orrick, Herrington & Sutcliffe, the Program's Bond Counsel.
 - c. ***Pricing:*** The pricing of the issue is anticipated to occur in mid-February. At that time the interest rate on the notes will be locked-in. Our District is not obligated to participate until it acknowledges issuance prior to the sale of notes.
 - d. ***Closing:*** Closing of the issue will occur in February/March. Our District will have access to the proceeds of the TRAN available to meet our temporary cash flow needs.

RATIONALE: Adoption of Resolution 10-14 will allow administration to proceed to the next step in the process and take part in this beneficial Program for schools. Once again, our District is not obligated to participate as a result of resolution adoption. The Resolution simply delegates to the administration the right to decide on participation prior to the time of TRAN issuance.

FUNDING: Funding requirements will vary with TRAN dollar amount requirements and the prevailing interest rate secured in mid-February.

RECOMMENDATION: Approve Resolution 10-14; Authorizing the Participation in California School Cash Reserve Program (mid-year TRAN).

Prepared by: Jill Carter, Budget Analyst

THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.

DISTRICT RESOLUTION

10-14

NAME OF DISTRICT: TRACY JOINT UNIFIED SCHOOL DISTRICT*

LOCATED IN: COUNTY OF SAN JOAQUIN

MAXIMUM AMOUNT OF BORROWING: \$12,600,000.00

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-2011 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2010-2011 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

WHEREAS, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2011 ("Fiscal Year 2010-2011") by the issuance of its 2010-2011 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the

* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof), capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

WHEREAS, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes; ** and

WHEREAS, because the District does not have fiscal accountability status pursuant to Section 42650 or Section 85266 of the California Education Code, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes in one or more Series; and

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in said Section 53853, following receipt of this Resolution, and the Notes, in one or more series, are issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Notes, in one or more series, in its name pursuant to the terms stated herein; and

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

WHEREAS, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special

** Unless the context specifically requires otherwise, all references to "Series of Notes" herein shall be deemed to refer, to (i) the Note, if issued in one series by the County (or the District, as applicable) hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the County (or the District, as applicable) hereunder.

revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

WHEREAS, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2010-2011 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

WHEREAS, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the "Program"), whereby participating school districts, community college districts and county boards of education (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes; and

WHEREAS, due to uncertainties existing in the financial markets, the Program has been designed with alternative structures, each of which the District desires to approve; and

WHEREAS, under the first structure (the "Certificate Structure"), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Jaffray & Co., as underwriter for the Program (the "Underwriter"), would form one or more pools of notes or series of certificates (the "Certificates") of participation (the "Series of Certificates") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter to determine; and

WHEREAS, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank National Association, as trustee (the "Trustee"), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the "Trust Agreement"), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

WHEREAS, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

WHEREAS, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider (or credit providers) (collectively, the "Credit

Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

WHEREAS, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

WHEREAS, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

WHEREAS, the Authority, pursuant to advice of the Underwriter, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture

and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the "Indenture") between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter, to assign the District's Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

WHEREAS, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

WHEREAS, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

WHEREAS, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

WHEREAS, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust

Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, and hereby requests the Board of Supervisors of the County to borrow for the District, in anticipation of the receipt by or accrual to the District during Fiscal Year 2010-2011 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the Board of Supervisors of the County, in the name of the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2010-2011 [Subordinate]** Tax and Revenue Anticipation Notes, Series ___" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on

* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

** A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2010-2011 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust

office of U.S. Bank National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more series, pursuant to the terms stated in this Section 2 and the terms stated hereafter. The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District (or the County on its behalf, as applicable) may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2010-2011 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or

by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County issue such Series of Additional Notes in the name of the District as provided in Sections 2(A) and 9 hereof. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinated Notes payable on a parity with one or more Series of outstanding Subordinated Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a "Rating Confirmation"). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) If this Resolution was amended by a Supplemental Resolution to increase the Maximum Amount of Borrowing, the resolution of the County Board of Supervisors approving such increase in the Maximum Amount of Borrowing and the issuance of such Additional Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional Notes.

(e) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(f) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(g) The Series of Additional Notes duly executed by the applicable County representatives as provided in Section 9 hereof, or executed by the applicable Authorized Officers if the County shall have declined to issue the Series of Additional Notes in the name of the District, either in connection with the initial issuance of the Series A Notes or in connection with any Supplemental Resolution increasing the Maximum Amount of Borrowing.

(h) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the

District's share of the costs of issuance shall not be more than one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series Principal Amount of each individual Series of Notes, if more than one series is issued. If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2010 through June 15, 2011 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total

aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Piper Jaffray & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.

Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Note, if applicable, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. All or a portion of the moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the

Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth date of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in any such Repayment Period (or day preceding a single Repayment Period), if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar 2010, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2010, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

For Notes issued in calendar year 2011, in the event either (A) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of the Notes (as indicated in the certificate of the District executed as of the date of issuance of such Tax-Exempt Series of Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of any Tax-Exempt Series of Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2011, will, at the time of the issuance of such Tax-Exempt Series of Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Tax-Exempt Series of Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes, the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes qualify for an exception from the rebate requirements (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term "Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes or such that the interest on such Series of Notes is not Tax-Exempt.

Section 8. Source of Payment.

(A) Pledge. The term "Unrestricted Revenues" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a "Repayment Period" and collectively "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the "Pledged Revenues").

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a "Payment Account") by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District's funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Underwriter to the Trustee), is equal in the respective Repayment Periods

identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
 - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
 - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
 - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
 - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Financial Reports and Deficiency Reports. If, as of the first Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), beginning in the Repayment Period designated in Section 3.03 of the Trust Agreement or the Indenture, as applicable, the total amount on deposit in the District's Payment Account applicable to any Series of Notes and the Proceeds Subaccount applicable to such Series of Notes, taking into consideration anticipated earnings thereon to the Maturity Date of such Series of Notes, is less than the amount required to be on deposit in the Payment Account attributed to such Series of Notes in such Repayment Period (as specified in the Pricing Confirmation applicable to the Series of Notes) and any outstanding Predefault Obligations and Reimbursement Obligations (if any), the District shall promptly file with the Trustee, the Underwriter and the corresponding Credit Provider, if any, a Financial Report, and on the tenth Business Day of such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), if applicable, a Deficiency Report, in substantially the forms set forth as Exhibits C and D to the Trust Agreement or the Indenture, as applicable, and shall provide such other information as the corresponding Credit Provider(s), if any, shall reasonably request. In the event of such deficiency, the District shall have no further right to requisition any moneys from any Proceeds Subaccount applicable to any Series of its Notes issued pursuant to this Resolution.

(H) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the "Bidding Agent") as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of

the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a "Rating Agency"), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District's funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual or facsimile signature and to affix the seal of the County to each such Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the County or the District, as applicable, are hereby

authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. (A) As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(B) Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(C) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(D) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds, are delivered in book-entry form.

(E) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(F) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2010-2011 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) authorize the County to issue one or more Series of Notes on its behalf or, if applicable, issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein, and (iii) if applicable, the District has full legal right, power and authority to issue and deliver each Series of Notes.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2010-2011 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2010-2011, (ii) provide to the Trustee, the Credit Provider(s), if any, and the Underwriter, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The Principal Amount if only one Series of Notes is issued hereunder, and if more than one Series of Notes is issued hereunder, the sum of the Series Principal Amounts of all Series of Notes issued hereunder by or on behalf of the District, plus the interest payable thereon, on the date of issuance of the final Series of Notes to be issued, shall not exceed fifty percent (50%) of the estimated amounts of uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for

Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund and, if applicable, capital fund and/or special revenue fund of the District, all of which will be legally available to pay principal of and interest on such Notes, less amounts, if any, on deposit, on the date of such issuance, in the Payment Accounts attributed to any Series of Notes.

(G) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2004-2005 through Fiscal Year 2008-2009, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2009-2010 and 2010-2011, respectively.

(H) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(I) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request, including the Financial Report and Deficiency Report, if appropriate, appearing as Exhibits C and D to the Trust Agreement or the Indenture, as applicable.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(K) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(L) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the District's acceptance of its obligations under the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(N) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any

pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(Q) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2010 (the "Fiscal Year 2009-2010") within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2009-2010 or Fiscal Year 2010-2011 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(R) Except as otherwise approved by the Credit Provider that issued the applicable Credit Instrument, to the extent required by law and by the State Superintendent of Public Instruction, the District fully funded its Reserve for Economic Uncertainties for Fiscal Year 2009-2010 and will fully fund its Reserve for Economic Uncertainties for Fiscal Year 2010-2011.

(S) The District will maintain a positive general fund balance in Fiscal Year 2010-2011.

(T) The District will maintain an investment policy consistent with the policy set forth in Section 8(H) hereof.

(U) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes, will comply with all requirements of such sections of the Code and all regulations of the United

States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes, this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2010-2011 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the "2010-2011 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes, the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day

after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests; and

(H) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit

funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this

Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates; (2) non-payment related defaults; (3) modifications to rights of owners and beneficial owners of

the Series of Certificates which evidence and represent such Series of Notes; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of such Series of Notes and the related Series of Certificates; (8) unscheduled draws on debt service reserves reflecting financial difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of such Series of Notes.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this section, any owner or beneficial owner of the related Series of Certificates 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 section. A default under this section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(C) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (A) of this section.

(E) 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 section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other

information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this section, 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 applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the owners or beneficial owners of the Certificates of the Series which evidences and represents the applicable Series of Notes in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (A) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the 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 and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

EXHIBIT A
FORM OF NOTE

R-1

\$ _____

DISTRICT/ _____ BOARD OF EDUCATION
COUNTY OF _____, CALIFORNIA
2010-2011 [SUBORDINATE]* TAX AND REVENUE ANTICIPATION NOTE, SERIES ____

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate		Maturity Date		
_____%		_____, 2011		
First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
_____% of the total of [principal] [interest] [principal and interest] due at maturity	_____% of the total of [principal] [interest] [principal and interest] due at maturity	_____% of the total of [principal] [interest] [principal and interest] due at maturity	_____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 2011 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

* To bear this designation if this Note is a Series of Subordinate Notes.

** Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).

maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]*

[It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]**

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2010-2011 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged

* This paragraph is applicable only if the Note is issued by the District.

** This paragraph is applicable only if the Note is issued by the County.

Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the]* District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,]* the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the County and countersigned by the manual or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]*

* Applicable only if the Note is issued by the County.

[IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.]**

[COUNTY OF _____]*
[DISTRICT/_____
BOARD OF EDUCATION]**

By _____
Title:

[(SEAL)]

Countersigned

By _____
Title:

** This paragraph is applicable only if the Note is issued by the District.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**BY _____
AUTHORIZED OFFICER**

ASSIGNMENT

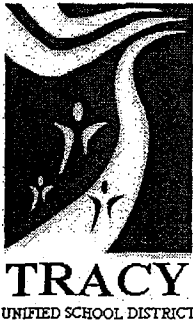
For Value Received, the undersigned, _____, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.



BUSINESS SERVICES MEMORANDUM

To: James Franco, Superintendent
From: C. Goodall, Assistant Superintendent for Business
Date: November 16, 2010
SUBJECT: **Approve the Recommendation of the Facility Utilization Committee to Sell Up To \$26 Million of Bonds in Order to Move Ahead with Measure S Projects, and to Accept the Recommendation to Remove Closure of a School from the 2011-12 School Year Budget Reduction Plan**

BACKGROUND: On March 30, 2010, the Superintendent formed a School Facilities Utilization Committee to study the enrollment, location, capacity, and condition of K-5 and K-8 school facilities, and make recommendations to maximize available facility space. Two factors of primary concern were:

1. A decision by the School Board on March 30, 2010 to investigate the potential of closing a school for the 2011-12 school year as a possible budget reduction.
2. The inability to make progress on school modernization plans at the five oldest schools in the district due to the reduction in assessed home values in the attendance areas of the district.

The committee met for the first time on October 7, 2010 and was introduced to the following series of school closure criteria developed by the California Department of Education: enrollment trends, school capacities/loading, educational programs, facility conditions, modernization plans, district financial circumstances and anticipated fiscal relief from school closure, cost of operating a school, feasible options to closing a school, and property disposition.

The committee considered several competing goals regarding Measure S: a pledge to move aggressively to improve the conditions of the schools, to maintain a mill rate of approximately \$15 per hundred-thousand of assessed value (AV) of the average home in Tracy, to maintain an average annual tax of approximately \$46 per year for the average tax payer, and the goal to maximize/stretch the value of available bond funds. To receive \$26 million, the mill rate on the average home will be approximately \$23/\$100,000 AV for 40 years. This will result in an average annual tax of about \$57.50 which will be an increase of about \$11.50 per year for the average homeowner in Tracy.

These variables were studied, and a set of conclusions was developed at the end of each meeting. Those conclusions and a set of resource documents are included in the attached report. After completing five weeks of study, the conclusions generated at the end of each session were discussed further, and a set of general conclusions were developed. Those conclusions are also included in the attached report.

RATIONALE: The Board received a report from the committee at the December 14th Board Meeting, which included a recommendation to sell up to \$26 million of bonds in order to move ahead with Measure S projects, and also to remove closure of a school from the 2011-12 school year budget reduction plan.

FUNDING: A financing plan is being developed for the issuance of additional series of general obligation bonds authorized by the voters of the SFID and such plan and the related financing documents will be submitted to the Board of Trustees for approval prior to implementation. Funding implications of removing the closure of a school from the budget reduction list are undetermined at this time.

RECOMMENDATION: Approve the Recommendation of the Facility Utilization Committee to Sell Up To \$26 Million of Bonds in Order to Move Ahead with Measure S Projects, and to Accept the Recommendation to Remove Closure of a School from the 2011-12 School Year Budget Reduction Plan

Prepared by Casey J. Goodall, Associate Superintendent for Business Services

2010/11 Report From the

School Facilities Utilization Committee

November 4, 2010

On March 30, 2010, the Superintendent formed a School Facilities Utilization Committee to study the enrollment, location, capacity, and condition of K-5 and K-8 school facilities, and make recommendations to maximize available facility space. Two factors of primary concern were:

1. A decision by the School Board on March 30, 2010 to investigate the potential of closing a school for the 2011-12 school year as a possible budget reduction.
2. The inability to make progress on school modernization plans at the five oldest schools in the district due to the reduction in assessed home values in the attendance areas of the district.

Representative parents from each of the K-5 and K-8 school sites were invited to attend as well as three principals, several high school parents, and two TUSD Board Trustees. The final committee included:

Sandy Corwell	Central	Parent
Brad Wubben	Central, Tracy High	Parent
Brian Furtado	McKinley	Parent
Teri Cunningham	McKinley	Parent
Lisa Keogh	McKinley	Parent
Ken Mullette	North	Parent
Corrine Tiago	North	Parent
Susan Heinrich	Poet-Christian, KHS	Parent
Kehia Akamien	South/West Park	Parent
Oretta Bennion	South/West Park, WMS, THS	Parent
Robin Voss	South/West Park, Jacobson	Parent
Barbara Tabaldi	Kelly, WHS, KHS	Parent
Cheryl Fowler	Tracy High School	Parent
Greg Silva	West High School	Parent
Ted Guzman	Tracy High School	Trustee, Parent
Bill Swenson	Tracy Unified School District	Trustee
Lisa Beeso	Villalovoz	Principal
Susan O'Hara-Jones	Monte Vista	Principal
Ramona Soto	South/West Park	Principal
Linda Dopp	Educational Services	Director
Jim Franco	Tracy Unified School District	Superintendent
Bonny Carter	Facilities	Director
Casey Goodall	Business Services	Associate Superintendent
Anthony Contiente	RGM & Associates	Project/Construction Mgr
Deborah Stevens	Rainforth, Grau	Architect

The committee met for the first time on October 7, 2010 and was introduced to the following series of school closure criteria developed by the California Department of Education: enrollment trends, school capacities/loading, educational programs, facility conditions, modernization plans, district financial circumstances and anticipated fiscal relief from school closure, cost of operating a school, feasible options to closing a school, and property disposition. Therefore, the following schedule of topics was developed to allow the group to understand and evaluate those criteria:

- October 7: Introductions, Purpose of the Committee, Criteria for Making Recommendations, Map of Schools and Boundaries, Enrollment Trends
- October 14: Capacity, Enrollment, and Loading
- October 19: District Financial Circumstances, Anticipated Fiscal Relief From School Closure, Cost of Operating a School
- October 28: Facility Conditions, Modernization Plans
- November 4: Property Disposition, Feasible Options to Closing a School, Develop Recommendations to Superintendent

On November 4, 2010, the committee also discussed Measure S, the Tracy Unified School District General Obligation Bond which passed in 2008. The discussion focused on the goals associated with Measure S, which was intended primarily to improve the conditions at Tracy Unified School District's older schools. The group considered several competing goals: a pledge to move aggressively to improve the conditions of the schools, to maintain a mill rate of approximately \$15 per hundred-thousand of assessed value of the average home in Tracy, to maintain a tax rate of approximately \$46 per year for the average tax payer, and the goal to maximize/stretch the value of available bond funds.

A set of conclusions was developed at the end of each meeting. Those conclusions are included as appendix A. Resource documents were made available to the committee and are attached as appendices B through L.

- Appendix B: Map of elementary schools and boundaries
- Appendix C: Enrollment trends
- Appendix D: Analysis of School Capacity, Enrollment, and Loading
- Appendix E: March 30, 2010 Budget Reduction List
- Appendix F: District Financial Circumstances Powerpoint
- Appendix G: Form 01 Summary of July 1, 2010 TUSD Budget
- Appendix H: Form 01 Summary of September 8, 2010 TUSD Unaudited Actuals
- Appendix I: Facility Conditions & Modernization Plans Powerpoint
- Appendix J: California Department of Education Closing a School Best Practices Guide
- Appendix K: Proposition 39 Fact Sheet
- Appendix L: Bond Issue Options PowerPoint

After completing five weeks of study, the conclusions generated at the end of each session were discussed further, and the following general conclusions were developed.

1. Closure of a school would require eliminating a number of important programs, including, but not limited to, kindergarten-through-third-grade class-size-reduction, GATE, Bilingual. Further, programs such as music, Excel reading, the resource program, county SDC classes, kindergarten readiness programs, and other pull-out programs might become "un-housed" at some schools.
 - a. Once a school is closed and programs are eliminated, the option to restore those programs would become limited by space.

- b. Displacement of students from high population areas to low population areas would likely increase. The concept of the neighborhood school would be threatened, and transportation costs would likely increase.
 - c. Though new residential home construction within the K-8 boundaries is limited, actual enrollment will certainly vary from the projections. Planning too precisely may lead to an inability to house students.
2. While the state economy is in a state of "cataclysmic" collapse, and the Tracy Unified School District budget has instituted multiple years of budget reductions totaling approximately \$30 million in ongoing expenditures resulting in an adopted plan to close a school to save approximately \$650,000, fiscal relief of approximately \$17 million is anticipated, but is based on fragile assumptions. If budget assumptions hold true, closure of a school could be postponed one or more years.
3. The estimated savings is based on the concept of eliminating a Principal, clerical and custodial staffing, and utilities; however, these savings do not include the potential loss of district revenues or possible increases in expenditures.
4. Modernization projects depending on Measure S funds, cannot proceed without issuing at least \$20 million of bonds, which can be achieved while maintaining the same annual tax amount as proposed to the average tax payer (\$46 per year), but will require a mill rate of at least \$18 per \$100,000 of assessed value. Considerable savings are possible by moving ahead now and taking advantage of a good construction climate, as well as avoiding future escalation costs.
5. If the committee determines that TUSD should close a school, the California Department of Education recommends the following feasible options to closing a school:
 - expand class-size reduction to create a need for more classrooms;
 - dispose of excess portables or leased facilities;
 - close surplus classrooms;
 - restructure grade configurations to balance school enrollment;
 - reorganize attendance boundaries;
 - use surplus classrooms for other district functions;
 - enter into joint-use/joint occupancy agreements;
 - convert to community day school use;
 - convert to a small high school;
 - lease for use as charter school (Proposition 39);
 - shift to full-day kindergarten;
 - initiate universal pre-school program; and
 - consult with National Trust for Historic Preservation
6. The following triggers should be considered before making the determination to close a school:
 - a. Declining enrollment exists at one or more schools
 - b. Excess capacity at one or more schools exists, but is not based on elimination of programs which have not been evaluated and eliminated by the school board.
 - c. The ability exists to house students in other existing campuses without being required to add capacity which would cost more than the savings achieved
 - d. Triggers one through three are projected to be sustained for five years or more.

Based on these conclusions, the committee made the following recommendations to the Superintendent:

1. If there is a determination to close a school, it should be studied in more depth to determine the actual savings or costs.
2. There are currently no schools which meet the proposed criteria for school closure.
3. Aggressively move forward with Measure S projects now to achieve savings from a positive construction climate. Issue \$26 million of bonds as soon as possible to protect the value of Measure S bonds from inflation. This option generates the greatest benefit to the community. The committee would also reluctantly support issuing \$20 million, but is not supportive of issuing \$23 million because it does not offer any significant additional advantages to the district.

Appendix A: Conclusions

Enrollment Trends, Capacity, Loading

1. With no CSR and only half-day kindergarten, all schools could house projected enrollment, with 53 to 58 extra classrooms already placed at various schools.
2. Offering CSR at K-3, only four schools have the capacity to house their entire projected enrollment.
3. Offering CSR at grades 1 & 2 only, all schools can house projected enrollment.
4. Enrollment projections are based on assumptions which may be inaccurate. Actual enrollment will certainly vary from the projection. Planning too precisely may lead to an inability to house students.
5. Using the strategy of displacing students to another school, the neighborhood school concept is threatened, and transportation costs increase.
6. If a school is closed, the option of offering K-3 CSR and other programs is limited or impossible. For example, to close a school AND simultaneously maintain K-3 CSR would require a redistribution of portable classrooms, a change of boundaries, etc.
7. Rooms which do not house a standard class may be used to support other programs such as music, Excel reading, all day kindergarten, county SDC classes (which could reduce transportation costs), resource program, pull-out programs. Closure of a school limits these options.
8. Facility utilization is reviewed annually. Therefore, any recommendation made this year could be modified in future years.
9. The California Department of Education recommends criteria (included in the "Criteria for Making Recommendations" given to the committee) be considered before closing a school.
10. New residential home construction within the K-8 boundaries is limited. Few areas of compatible land remain un-built.
11. Closure of a school may lead to a request by a charter school to offer a program at that site.
12. If a school is closed and is later required to deal with growth issues, it will likely cost more to restore the school to use than what was saved.
13. Classrooms less than 960 square feet still exist in the district, which could be expanded to full size as enrollment/capacity allows.
14. Attendance growth and decline has a cycle. Closing a school limits the ability to cope with future growth cycles.
15. California is now creating a kindergarten readiness program, which may require additional classrooms.
16. Offering Class Size Reduction at non-Title I schools will eliminate the district strategy of supplementing CSR funding with other categorical funds.

District Financial Circumstances, Anticipated Fiscal Relief From School Closure, Cost of Operating a School

17. School budgets are dependent on the state budget
18. The state economy is in a state of "cataclysmic" collapse
19. The district has instituted multiple years of budget reductions, totaling approximately \$30 million.
20. The School Board has adopted a multi-year budget reduction plan, which includes closure of a school.

- Closure of a school is estimated to save \$650,000, but given requirement to offer vacant school to charter schools, could actually decrease revenues.
 - Unless a specific school is identified and analyzed, the savings and the cost of renovations cannot be accurately calculated...but we know costs will exist.
 - Additional reductions are planned for next year.
21. Fiscal relief of approximately \$17 million is anticipated, but is based on “fragile” assumptions.
 22. If budget assumptions hold true, closure of a school could be postponed one or more years.
 23. The estimated savings is based on the concept of eliminating a Principal, clerical and custodial staffing, and utilities; however, these savings do not include the potential loss of district revenues or possible increases in expenditures.

Facility Conditions, Modernization Plans

24. A 2008 assessment of facilities determined that all of the schools in the district need modernization and repairs of \$199,705,106 to adequately fulfill their intended purpose, to meet standard technology requirements, and to improve the appearance of the buildings; and that the District’s five older schools that are slated for Measure S modernization are in need of modernization and repairs of \$77,408,205. Modernization plans have been developed which will address some, but not all, of the identified needs. These plans include estimated costs of:
 - Monte Vista School \$14,053,000
 - McKinley School \$5,718,700
 - North School \$6,191,900
 - Central School \$7,216,300
 - So. West Park School \$13,263,900
25. Commencing construction by March or April of any year will allow for improved interim housing options which will help to control construction costs.
26. In order to move forward now with Measure S projects:
 - Sell bonds in 2011
 - Start construction projects in 2011 in order to avoid 4% per year construction escalation and capture current favorable construction costs due to economic downturn
 - Capture operating cost benefits for maintenance and utilities
 - To receive \$20 million, tax rate will be \$18/\$100,000 AV for 40 years; however, the tax payment will remain at projection of \$46.
 - To receive \$23 million, tax rate will be \$20/\$100,000 AV for 40 years; tax amount will go up approx. \$5.00 per year
 - To receive \$26 million, tax rate will be \$23/\$100,000 AV for 40 years; tax amount will go up approx. \$11.50 per year

Property Disposition

27. Prior to declaring property surplus, the District must consider if there are "other" uses in support of public education, including a requirement to "provide charter schools with reasonably equivalent facilities to those provided to students in the area...."
28. Once a school is declared surplus, the education code dictates procedures to dispose of the property. "Land must first be made available for use for low-income housing and for park and recreation purposes."

Feasible Options to Closing a School

29. If the committee had found unused capacity in our schools, which we did not, the California Department of Education recommends the following feasible options to closing a school:
 - expand class-size reduction to create a need for more classrooms;
 - dispose of excess portables or leased facilities;
 - close surplus classrooms;
 - restructure grade configurations to balance school enrollment;
 - reorganize attendance boundaries;
 - use surplus classrooms for other district functions;
 - enter into joint-use/joint occupancy agreements;
 - convert to community day school use;
 - convert to a small high school;
 - lease for use as charter school (Proposition 39);
 - shift to full-day kindergarten;
 - initiate universal pre-school program; and
 - consult with National Trust for Historic Preservation.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM: ~~Dr. James C. Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: December 17, 2010
SUBJECT: Adopt Board Policy 0420.4, Charter Schools (1st Reading- Declare Intent to Adopt January 25, 2011)

BACKGROUND: Charter School requirements are very extensive and clearly defined by the State Superintendent of Public Education and the State Board of Education. Many new charters are approaching districts with the intent to open a charter school. It is the responsibility of the local educational agency to determine if the charter application meets all of the criteria and the charter will be approved by the district.

RATIONALE: As new charter applications are submitted to Tracy Unified School District it is important that Board Policies and Administrative Regulations are in place. This will provide consistency in acceptance or denial of each charter petition. This supports Strategic Goal 1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: Not Applicable

RECOMMENDATION: Adopt Board Policy 0420.4, Charter Schools (1st Reading Declare Intent to Adopt January 25, 2011)

Prepared by: Ms. Linda Boragno-Dopp, Director of Alternative Programs

Board Policy

BP 0420.4

Philosophy, Goals and Objectives

Charter Schools

The Governing Board believes that charter schools provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools. (cf. Education Code, _ 47601)

The Governing Board expects the education program of each charter school to fulfill the intent of the Charter Schools Act as listed in Education Code 47601. In reviewing petitions for the establishment of charter schools pursuant to this section, the Governing Board shall be guided by the intent of the Legislature. The Superintendent or designee shall develop Administrative Regulations, consistent with Board Policy, for the review and approval of petitions. The Governing Board may deny a charter school request for presenting an unsound educational program if the educational program does not comply with the intent of the Charter Schools Act. (cf. Education Code Sections 47601 and 47605)

Charter schools must comply with the Charter Schools Act; otherwise, they are generally exempt from state laws governing school districts, except where specifically included. (cf. Education Code, _ 47610)

The charter between the District and the charter school is a contract that holds charter schools accountable for meeting measurable pupil outcomes and for other behaviors. Charter schools are obligated to comply with the provisions of federal law, specified state law, their charters, and administrative requirements that are components of Board oversight. Charters may not be unilaterally amended. Material revisions of the provisions of a charter require Board approval. The Superintendent or designee shall develop Administrative Regulations, consistent with Board Policy, for the review and approval of material revisions of the provisions of a charter. The

Board may revoke charters with schools that fail to meet any of these requirements by following provisions in the California Charter Schools Act. (cf. Education Code, 47605)

The Board may interpret failure to open an approved charter school for more than two years following Board approval as evidence of inability to implement the charter school's educational program and thus, revoke the authorized charter..

In order to protect the District and students, the Superintendent or designee shall establish Administrative Regulations, consistent with Board Policy, including appropriate controls, defining oversight requirements and other aspects of the relationship between the charter school and the District. The Superintendent or designee shall develop Administrative Regulations, consistent with Board Policy, for revocation and renewal of a charter.

The Board recognizes that charter schools are independent of the District, but shall endeavor to structure relationships between charter schools and the District that stimulate continual improvements in all public schools. The Board expects new charter developers to create their charter proposals independently from the District as one indication of their readiness to operate a charter school.

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to review a submitted petition and the supporting documentation. Such a committee may be used to evaluate the completeness of the proposal, the merits of the proposed educational program, the level of community support, and any concerns that should be addressed by the petitioners. The Superintendent or designee shall also consult with legal counsel as appropriate regarding compliance of the proposal with legal requirements.

The Superintendent or designee may work with charter school operators to establish workable plans for technical assistance or other contracted services, after a Charter is granted, which the District may provide to charter schools for a fee.

In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter and any supplementary information, consider public and staff input, and determine whether the charter petition adequately addresses all the provisions required by law. The Board shall not deny a charter school petition unless specific written factual findings are made pursuant to law and administrative regulation. If the Board denies a charter, petitioners may submit the petition first to the County Board of Education and then, if denied by the County Board, to the State Board of Education. A charter granted by the Governing Board may be up to five years, beginning July 1 of the first year the school enrolls students, unless revoked following provisions in the California Charter Schools Act. (cf. Education Code, _ 47605; 5 CCR 11967.5-11967.5.1)

Any charter granted by the Board shall contain adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but not be limited to, fiscal accountability systems, public governance systems, resolution of parent complaint systems and multiple measures for evaluating the educational program. In accordance with law,

charter provisions, and District administrative regulations, charters shall provide regular reports to the Board to assist the Board in fulfilling its oversight responsibility. These reports shall be in a form and timeline prescribed by the Administrative Regulations, consistent with Board policy, and shall include at least a reporting of: (1) fiscal accountability systems, (2) public governance systems, and (3) multiple measures for evaluating the educational program. The Superintendent or designee may inspect or observe any part of the charter school at any time. (cf. Education Code 47607; Code of Federal Regulations 0500 - Accountability).

All requests for new charters, major amendments, charter renewals, and conversions must be filed at a regular meeting of the Board, in forms and formats and by process defined in the Administrative Regulations, consistent with Board Policy. All filings must be complete as submitted to the public record. The Board will consider petition signatures that are more than six months old upon petition filing to be stale and will disregard them. Petitioners are strongly encouraged to file no later than November 15 of the year prior to their proposed school opening. In the case of petitions received after that date, the Governing Board reserves the right to consider approval on the basis of a one-year delay in the commencement of charter school operation. The Board will accept a request to renew a charter that is not prior to 270 days from the expiration of the charter; following form, format and process defined in the Administrative Regulations, consistent with Board policy. Charter renewal petitions are strongly encouraged to be submitted to the Governing Board no later than 150 days prior to the expiration of the charter. Filings that request charter renewal must include, but not be limited to, a reporting of: fiscal accountability systems, public governance systems, multiple measures for evaluating the educational program, and student performance data.

All new charter schools operating in the District will operate as, or be operated by, a nonprofit public benefit corporation, formed and organized pursuant to the California Nonprofit Corporation Law and organized under Section 501(c)(3) of the Internal Revenue Service. The Board may choose to exercise its right to place a representative on any charter school's governing board at any time. The Board may select any individual it deems appropriate to serve in this capacity and to determine whether that person will be a voting or nonvoting member on the charter school's board. (c.f. Education Code 47604)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and Charter school and adjusted as necessary.

The District shall not require any student to attend a charter school and shall not require any District employee to work at a charter school. (cf. Education Code 47605)

Legal Reference:

EDUCATION CODE

33054 Waivers

41365 - 41367 Charter School Revolving Loan Program

42100 Annual Statement of Receipts and Expenditures
42238.51-42238.53 Funding for Charter Districts
44237 Criminal Record Summary
44830.1 Certificated Employees, Conviction of a Violent or Serious Felony
45122.1 Classified Employees, Conviction of a Violent or Serious Felony
46201 Instructional Minutes
47600-47616.5 Establishment, Operation, Evaluation and Oversight of Charter Schools
47610 Education Code General Exemption and Exceptions
47640-47647 Special Education Funding for Charter Schools
47652 Funding of First-Year Charter Schools
48000 Minimum Age of Admission (Kindergarten)
48010 Minimum Age of Admission (First Grade)
48011 Minimum Age of Admission from Kindergarten or Other School
51745-51749.3 General Independent Study
52052 Alternative Accountability System
54032 Limited English or Low-Achieving Pupils
56026 Special Education
56145-56146 Special Education Services in Charter Schools
47600-47604.5 Charter School General Provisions
47605-47608 Establishment of Charter Schools
47610-47615 Charter School Operation
47616.5-47616.7 Notice
47620-47626 University Charter Schools
47630-47632.5 Funding - General Provisions
47633-47635 Funding - Charter School Block Grant
47636-47638 Funding - Other Operational Funding Available to Charter Schools
47640-47647 Funding - Special Education
47650-47652 Funding - Apportionment
47660-47664 Funding - Computations Affecting Sponsoring Local Educational Agencies
60605 Academic Content and Performance Standards; Assessments
60600-60618, 60630, 60640-60649 California Assessment of Academic Achievement;
Standardized Testing and Reporting Program
60850-60859 California High School Exit Examination

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act
5110-6910 California Corporations Code, Nonprofit Corporation Law
54950-54963 The Ralph M. Brown Act

PENAL CODE

667.5 Definition of Violent Felony
1192.7 Definition of Serious Felony

CODE OF REGULATIONS, TITLE 5

11960-11969 Charter Schools

11960 Charter School Average Daily Attendance
11963, 11963.1, 11963.2, 11963.3, 11963.4, 11963.5, 11963.6 SB740 Funding Determination
11969.1-11969.9 Charter School Facilities
11967.5 & 11967.5.1 Criteria for the Review and Approval of State Board Charter School Petitions
11700, 11700.1, 11701, 11701.5, 11702-11705 Independent Study
11965 Definitions, including Satisfactory Progress and Private Schools
11969 Numbering of Charter School Petitions
11967 Appeals on Charter Petitions That Have Been Denied

UNITED STATES CODE, TITLE 20

6311 Adequate Yearly Progress
6319 Qualifications of Teachers and Paraprofessionals
8061-8067 Charter Schools Program
8071 Charter School Facilities

CODE OF FEDERAL REGULATIONS, TITLE 34

200 Accountability

ATTORNEY GENERAL OPINIONS

96-1206 Ops. Cal. Atty. Gen. (1997)
80 Ops. Cal. Atty. Gen. 52 (1997)
70 Ops. Cal. Atty. Gen. 297(1995)

Management Resources:

CSBA PUBLICATIONS

Charter Schools: A Manual for Governance Teams, 2002

CDE PUBLICATIONS

Special Education and Charter Schools: Questions and Answers, September 10, 2002

USDOE DRAFT NONREGULATORY GUIDANCE

Charter School Program, August 31, 2003

The Impact of the New Title I Requirements on Charter Schools, March 24, 2003

WEB SITES

CSBA: <http://www.csba.org>

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

Education Commission of the States: <http://www.ecs.org>

National Association of Charter School Authorizers: www.qualitycharters.org


NSBA: <http://www.nsba.org>

U.S. Department of Education: <http://www.ed.gov>

8/25/04; 12/13/06A; 10/31/07A



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. James C. Franco, Superintendent
FROM:  Dr. Sheila Harrison, Assistant Superintendent of Educational Services & Human Resources
DATE: December 17, 2010
SUBJECT: Acknowledge Administrative Regulation 0420.4, Charter Schools (1st Reading- Declare Intent to Adopt January 25, 2011)

BACKGROUND: Charter School requirements are very extensive and clearly defined by the State Superintendent of Public Education and the State Board of Education. Many new charters are approaching districts with the intent to open a charter school. It is the responsibility of the local educational agency to determine if the charter application meets all of the criteria and the charter will be approved by the district.

RATIONALE: As new charter applications are submitted to Tracy Unified School District it is important that Board Policies and Administrative Regulations are in place. This will provide consistency in acceptance or denial of each charter petition. This supports Strategic Goal 1: Provide a variety of learning opportunities through standards based curriculum and assessment and research based instruction that ensures that all students meet or exceed grade level standards and results in closing the achievement gap.

FUNDING: Not Applicable

RECOMMENDATION: Acknowledge Administrative Regulation 0420.4, Charter Schools (1st Reading- Declare Intent to Adopt January 25, 2011)

Prepared by: Ms. Linda Boragno-Dopp, Director of Alternative Programs

Administrative Regulation

Charter Schools

AR 0420.4

Philosophy, Goals, Objectives and Comprehensive Plans

Petition Signatures

To be considered by the Governing Board, a petition for the establishment of a charter school within the district must be signed by one of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the charter school for its first year of operation
2. A number of teachers equivalent to at least one-half of the number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Permanent/Probationary Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Components of Charter Petition

A charter petition shall include affirmations of the conditions described in Education Code 47605(d) as well as descriptions of all of the following: (Education Code 47605, 47611.5)

1. The educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

If the proposed school will serve high school students, the petition shall describe the manner in

which the charter school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "A-G" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program.
3. The method by which student progress in meeting those student outcomes is to be measured.
4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff. These procedures shall include the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. Admission requirements, if applicable.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the Board.
10. The procedures by which students can be suspended or expelled.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose not to attend charter schools.
13. A description of the rights of any district employee upon leaving district employment to work in a charter school and of any rights of return to the district after employment at a

charter school.

14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.
15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.
16. The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the school, including plans for disposing of any net assets and for the maintenance and transfer of student records.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the school, including where the school intends to locate
(cf. 7160 - Charter School Facilities)
2. The manner in which administrative services of the school are to be provided
3. Potential civil liability effects, if any, upon the school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

All requests for new charters, major amendments, charter renewals, and conversions must be filed at a regular meeting of the Board. Each filing must include one original submission plus ten printed copies and one copy of the financial statements in Excel format and one copy of the entire submission, exactly as filed in a PDF format, with bookmarks, identical to the table of contents, on a CD-RW. The electronic copies of the required documents may be submitted as separate files on the same CD. Each filing should include a concise statement (250 words or fewer) of how the charter will fulfill the intent of the California Charter Schools Act, and a one page summary listing the name of the entity requesting the charter, the proposed name of the charter school, the grades to be served upon opening, the proposed month and year, the grades to be served at full development, the proposed location of the school, and the Lead Petitioner's name, mailing address, telephone number and email address. All pages must be numbered. The submission must include one set of original dated petition signatures with contact information enabling signature verification as required in the California Charter Schools Act and the District's administrative procedures. In accordance with Board policy, District staff will consider signatures that are more than six months old upon petition filing to be stale and will

discard them.

Requests for a new charter, conversion or a major charter amendment may be filed at any regular Board meeting occurring on or between August 1 and November 15 each year. The Board will accept a request to renew a charter at any regular Board meeting that is not prior to 270 days from the expiration of the charter. District staff will advertise a Board public hearing within 30 days of a filing and initiate staff work to support a recommendation to the Board for action within 60 days of filing. Petitioners will be allotted fifteen minutes for a presentation at the public hearing. Petitioners and the District may mutually agree to extend the decision-making process for up to 30 additional days. Concurrence will be recorded in writing and signed by both parties. (cf. Education Code 47605(b))

Location of Charter School

Unless otherwise exempted by law, any charter petition submitted to the Board on or after July 1, 2002, shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction (SPI) are notified before the charter school begins operations.
3. The school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish a resource center, meeting space, or other satellite facility located in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

All charter schools shall be subject to these requirements by June 30, 2005, or upon the expiration of a charter that was in existence on January 1, 2003, whichever is later. Until the later of these dates, any charter school that provided educational services before July 1, 2002, shall be subject to these requirements only for new educational services or school sites it

establishes or acquires. (Education Code 47605.1)

Charter Approval/Denial

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with the consent of the petitioners and the Board, the Board shall either grant or deny the request to establish a charter school. (Education Code 47605)

The Board shall grant the charter if doing so is consistent with sound educational practice. A charter shall be denied only if the Board presents written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students 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 conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b) listed in "Components of Charter Petition" above.

The Board shall not grant any charter that authorizes the conversion of a private school to a charter school. (Education Code 47602)

The Board shall not approve any charter petition that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47605)

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll disabled students who reside outside the special education local plan area (SELPA) in which the district participates. (Education Code 47605.7, 47647)

The approval or denial of a charter petition shall not be controlled by collective bargaining

agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

In granting charter petitions, the Board shall give preference to schools best able to provide comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent, the CDE, and the State Board of Education (SBE). (Education Code 47605)

Material Revisions

Material revisions to a charter may be made only with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If, after receiving approval of its petition, a charter school proposes to establish operations at one or more additional sites within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

Renewals

A charter school seeking renewal of its charter shall submit a written request to the Board at least 120 days before the term of the charter is due to expire.

At least 90 days before the term of the charter is due to expire, the Board shall conduct a public hearing to receive input on whether or not to extend the charter. At least 60 days before the expiration date, the Board shall either grant or deny the request for renewal.

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

In addition, beginning on January 1, 2005, or after a charter school has been in operation for four years, whichever is later, a charter school shall meet at least one of the following criteria prior to

receiving a charter renewal: (Education Code 47607)

1. The charter school attains its Academic Performance Index (API) growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years.
2. The charter school ranks in deciles 4-10 on the API in the prior year or in two of the last three years.
3. The charter school ranks in deciles 4-10 on the API for a demographically comparable school in the prior year or in two of the last three years.
4. The Board determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend, as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school.

The Board's determination shall be based on documented, clear, and convincing data; student achievement data from the Standardized Testing and Reporting Program, and any other available assessments, for demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall submit to the SPI copies of supporting documentation and a written summary of the basis for its determination.

A charter renewal may not be granted to a charter school prior to 30 days after the school submits related materials.

5. The charter school qualifies for an alternative accountability system pursuant to Education Code 52052(h).

Each renewal shall be for a period of five years. (Education Code 47607)

Revocations

The Board may revoke a charter whenever it finds, through a showing of substantial evidence, that the charter school has done any of the following: (Education Code 47607)

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement

4. Violated any provision of law

Prior to revocation, the Board shall notify the charter school of any violation(s) listed in items #1-4 above and give the school a reasonable opportunity to remedy the violation(s) unless the Board determines, in writing, that the violation(s) constitutes a severe and imminent threat to the health or safety of the students. (Education Code 47607)

If the charter school does not successfully remedy the above violation(s), the Board shall provide the charter school with a written notice of intent to revoke the charter and notice of facts in support of revocation. No later than 30 days after providing the notice of intent to revoke the charter, the Board shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, unless the Board and the charter school agree to a 30-day extension, the Board shall issue its final decision as to whether or not to revoke the charter. The Board shall not revoke a charter unless the action is supported by written factual findings supported by substantial evidence specific to the charter school. A decision to revoke a charter shall be reported to the County Board of Education and the CDE. (Education Code 47607)

Requirements for Charter Schools

In providing general oversight of a charter school, the Board shall determine whether the school meets the legal requirements applicable to charter schools. Each charter school shall:

1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
2. Not charge tuition (Education Code 47605)
3. Not discriminate against any student on the basis of ethnicity, national origin, gender, or disability (Education Code 47605)
4. Adhere to all laws establishing minimum age for public school attendance (Education Code 47610)

(cf. 5111 - Admission)

5. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
6. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

7. Admit all students who wish to attend the school, according to the following criteria and procedures:

- a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within this state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

However, if a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, except that preferences shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. In the event of a drawing, the Board shall make reasonable efforts to accommodate the growth of the charter school and shall not take any action to impede the charter school from expanding enrollment to meet student demand. (Education Code 47605)
 - c. Other admissions preferences may be permitted by the Board on an individual school basis as consistent with law.
8. Require its teachers to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

(cf. 4112.2 - Certification)

9. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the SBE (20 USC 6319; 34 CFR 300.18)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

10. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)

(cf. 4112.5 /4312.5 - Criminal Record Check)

(cf. 4212.5 - Criminal Record Check)

11. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
12. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
13. If applicable, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds (20 USC 6319)

(cf. 4222 - Teacher Aides/Paraprofessionals)

14. Meet all statewide standards and conduct the student assessments required by Education Code 60605 and 60851 and any other statewide standards or student assessments applicable to noncharter public schools (Education Code 47605, 47612.5)

(cf. 6011 - Academic Standards)

(cf. 6162.51- Standardized Testing and Reporting Program)

(cf. 6162.52 - High School Exit Examination)

15. Offer at least the number of instructional minutes set forth in Education Code 47612.5 for the grade levels provided by the charter school (Education Code 47612.5)

(cf. 6111 - School Calendar)

16. Meet the requirements of Education Code 51745-51749.3 if it provides independent study, except that it may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

(cf. 6158 - Independent Study)

17. Identify and report to the SPI any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2)
18. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
19. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
20. If a student subject to compulsory full-time education is expelled or leaves the charter

school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

21. By January 1, 2007, comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
 - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
 - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
22. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding its financial records (Education Code 47604.3)
23. Annually prepare and submit financial reports to the district Board and the County Superintendent in accordance with the following reporting cycle:
 - a. By April 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
 - b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
 - c. By March 1, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
 - d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
 - e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the CDE. (Education Code 47605)

Administrative and Other District Services

The district may charge for the actual costs of supervisory oversight of a charter school not to exceed one percent of the charter school's revenue. If the district is able to provide substantially rent-free facilities to the charter school, the district may charge actual costs up to three percent of the charter school's revenue for supervisory oversight. (Education Code 47613)

The charter school may separately purchase administrative or other services from the district or any other source. (Education Code 47613)

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System and the Public Employees' Retirement System on behalf of the charter school. The charter school may be charged for the actual costs of the reporting services, but shall not be required to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

Waivers

If a charter school submits to the district an application for a waiver of any state Education Code provisions, the Board shall hold a public hearing on the waiver request no later than 90 days following receipt of the request. (Education Code 33054)

The Superintendent or designee shall subsequently prepare a summary of the public hearing to be forwarded with the waiver request to the SBE. If the Board recommends against approval of the waiver request, it shall set forth the reasons for its disapproval in written documentation that shall be forwarded to the SBE. (Education Code 33054)

District Oversight

For each charter school under the Board's authority, the Superintendent shall: (Education Code 47604.32, 47604.33)

1. Identify at least one staff member as a contact person for the charter school
2. Visit the charter school at least annually
3. Ensure that the charter school complies with all reports required of charter schools by law
4. Monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the reports listed above in "Requirements for Charter Schools"
5. Monitor one or more memorandum of understanding (MOU) to clarify the financial and

operational agreements between the district and the charter school. Any such MOU shall be reviewed on an annual basis by the Board and the charter school and adjusted as necessary. This annual review may be extended to three years based on positive evaluations

6. Provide timely notification to the CDE if a renewal of the charter is granted or denied, the charter is revoked, or the charter school will cease operation for any reason

The Board and the Superintendent or designee may inspect or observe any part of the charter school at any time. (Education Code 47607)



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: December 17, 2010
SUBJ: Approve the Traditional Classified and Certificated Calendars for the 2011-12 School Year

BACKGROUND: The attached calendars for 2011-12 have been prepared by the administration and reviewed by the TEA and CSEA bargaining units.

RECOMMENDATION: Approve the Traditional Classified and Certificated Calendars for the 2011-12 School Year.

PREPARED BY: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources

TUSD - TRADITIONAL CERTIFICATED CALENDAR FOR 2011-12
 Traditional FIRST YEAR Teachers: Contract year starts 8/4/11 (TTIP 8/1, 8/2, 8/3, 8/4, 8/5 & 8/8/11)
 Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Thursday 8/11/11
 School Starts for STUDENTS on Monday, 8/15/11

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year >	TTIP Extra Pay	Miscellaneous Information
Aug	1-5	0	2	0	3	TTIP Yr 1 Tchrs - Aug 1st - 5th - Aug 4th Contract Day, Aug 5th Site Contract Day - Yr 1 Tchrs
Aug	8-12	0	2	2	1	Required ALL Teachers-Thur Aug 11 Dist Staff Dev Day; Fri Aug 12 Site Based Planning/Prep; TTIP Yr 1 Tchrs - Aug 8th
Aug	15-19	5	5	5		Mon Aug 15 - 1st Day of Classes
Aug	22-26	5	5	5		
Aug-Sept	29-2	5	5	5		Mon, Aug. 29th, Dist. Welcome Back Program - 2 pm
Sept	5-9	4	4	4		Mon, Sept 5, Labor Day
Sept	12-16	5	5	5		
Sept	19-23	5	5	5		
Sept	26-30	5	5	5		
Oct	3-7	5	5	5		39 Days in 1 st Quarter; Fri, Oct 7- Min Day Oct 7 6-12, End of 1st Trimester (39 Days) K-5 Min Day
Oct	10-14	5	5	5		
Oct	17-21	5	5	5		
Oct	24-28	4	5	5		Mon. Oct 24 Parent Conferences, Min Day 10/26-28, K-5, K-8, 6-8
Oct-Nov	31-4	5	5	5		
Nov	7-11	3	3	3		Thur Nov 10 Board designated non-work day; Fri Nov 11 Veteran's Day
Nov	14-18	5	5	5		
Nov	21-25	0	0	0		Mon-Wed, Nov 21-23, Board Designated Non work days - Th-Fri, Nov 24-25 Thanksgiving Break
Nov-Dec	28-2	5	5	5		
Dec	5-9	5	5	5		
Dec	12-16	5	5	5		42 Days in 2 nd Qtr; 1st Sem = 81 days; Min Day Dec 14&15, 9-12 - Min Day Dec 16, 6-12
Dec	19-23	0	0	0		Winter Break Dec 19th thru Jan 2nd
Dec	26-30	0	0	0		Winter Break Dec 19th thru Jan 2nd
Jan	2-6	4	4	4		Jan 2nd - Winter Break
Jan	9-13	5	5	5		
Jan	16-20	4	4	4		Mon, Jan 16th - ML King's Day
Jan	23-27	5	5	5		
Jan-Feb	30-3	5	5	5		
Feb	6-10	5	5	5		Feb 10 End of 2 nd Tri. - 70 Days K-5 & K-8 Min Day
Feb	13-17	4	4	4		Mon, Feb 13 - Lincoln's Day
Feb	20-24	4	4	4		Mon, Feb 20 - President's Day
Feb-Mar	27-2	5	5	5		
Mar	5-9	5	5	5		46 Days in 3rd Quarter; Fri Mar 9, Min Day 6-12
Mar	12-16	5	5	5		
Mar	19-23	5	5	5		
Mar-Apr	26-30	5	5	5		
Apr	2-6	4	4	4		April 6 - Board designated non-work day
Apr	9-13	0	0	0		Spring Break April 9-13
Apr	16-20	5	5	5		
Apr	23-27	5	5	5		
Apr-May	30-4	5	5	5		
May	7-11	5	5	5		
May	14-18	5	5	5		May 14th - Awards Recognition - 2 pm
May	21-25	5	5	5		Min Day, Friday, May 25 K-8, K-5 & 6-8
May-Jun	28-1	4	4	4		Memorial Day May 28; 53 days in 4 th Qtr; 99 days in 2nd Sem; 71 days in 3rd Tri. May 29-31 Min Day 9-12; Friday June 1 Last Day & Min Day K-12

Instructional Days: 180 days; Work Days: 185+4 (1st Year Teachers) & 183 (2nd Year & Beyond Teachers)
 Adopted by TUSD Board of Trustees:

Tracy Unified School District
Classified Calendar for 2011-12

Month	Dates	Work Days	Work Days	Holidays
		12-Mo	10-Mo	
July	1	1	0	
July	4-8	4	0	Monday, July 4th - Independence Day Holiday
July	11-15	5	0	
July	18-22	5	0	
July	25-29	5	0	
Aug	1-5	5	0	
Aug	8-12	5	1	Fri Aug. 12th - 1st day for 10-month traditional staff;
Aug	15-19	5	5	Mon Aug 15th - 1st Day of School
Aug	22-26	5	5	
Aug-Sept	29-2	5	5	Mon, Aug. 29th - District Welcome Back Program - 2 pm
Sept	5-9	4	4	Mon, Sept 5th - Labor Day
Sept	12-16	5	5	
Sept	19-23	5	5	
Sept	26-30	5	5	
Oct	3-7	5	5	
Oct	10-14	5	5	
Oct	17-21	5	5	
Oct	24-28	5	4	Mon, Oct 24th - Non Work Day for 10-mo. Employees (no pay)
Oct-Nov	31-4	5	5	
Nov	7-11	3	3	Thur, Nov 10th, Non Work Day for 12 & 10-mo. Employees (no pay); Fri Nov 11th - Vet. Day
Nov	14-18	5	5	
Nov	21-25	3	0	Nov 21st-23rd., Non Work Day for 10-mo. Employees (no pay) Th-Fri, Nov 24th-25th Thanksgiving Break
Nov-Dec	28-2	5	5	
Dec	5-9	5	5	
Dec	12-16	5	5	
Dec	19-23	4	0	Win.Break Dec. 19 thru Jan 2 for 10-mo. Employees; Fri Dec 23rd Winter Holiday
Dec	26-30	4	0	Win.Break Dec. 19 thru Jan 2 for 10-mo. Employees; Mon Dec 26th Winter Holiday
Jan	2-6	4	4	Mon. Jan 2nd - New Years Day Holiday
Jan	9-13	5	5	
Jan	16-20	4	4	Mon, Jan 16th, ML King's Day
Jan	23-27	5	5	
Jan-Feb	30-3	5	5	
Feb	6-10	5	5	
Feb	13-17	4	4	Mon, Feb 13th - Lincoln's Day
Feb	20-24	4	4	Mon Feb 20th - President's Day
Feb-Mar	27-2	5	5	
Mar	5-9	5	5	
Mar	12-16	5	5	
Mar	19-23	5	5	
Mar	26-30	5	5	
Apr	2-6	4	4	April 6th, Spring Recess Day
Apr	9-13	4	0	Spring Break April 9th-13th - 10-mo. Employees; April 9th Spring Recess Day
Apr	16-20	5	5	
Apr	23-27	5	5	
Apr-May	30-4	5	5	
May	7-11	5	5	
May	14-18	5	5	May 14th - Awards Recognition - 2 pm
May	21-25	5	5	
May-June	28-1	4	4	Mon, May 28th Memorial Day; June 1st Last Day of School
June	4-8	5	0	
June	11-15	5	0	
June	18-22	5	0	
June	25-29	5	0	TOTAL Work Days 246 (12-mo), 181 Work Days (10-mo)
Total work days:		246	181	Approval - Board of Trustees:

PROPOSED 2011-2012 TUSD Calendar

July 2011						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2011						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10			13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2011						
S	M	T	W	T	F	S
				1	2	3
4		6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2011						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23		25	26	27	28	29
30	31					

November 2011						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9			12
13	14	15	16	17	18	19
20						26
27	28	29	30			

December 2011						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18						24
25						31

January 2012						
S	M	T	W	T	F	S
1		3	4	5	6	7
8	9	10	11	12	13	14
15		17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2012						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12		14	15	16	17	18
19		21	22	23	24	25
26	27	28	29			


March 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31


April 2012						
S	M	T	W	T	F	S
1	2	3	4	5		7
8						14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					


May 2012						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		


June 2012						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

 Holidays


 Minimum Day, all grades, K-12
(All Schools)


 Minimum Day, grades K-5 & K-8
(Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North
Poet, South/West Park, Villalovoz)

 Minimum Day, grades K-5, K-8 & 6-8
(M-1 schools plus Monte Vista and Williams)


 Student Attendance Days

 Early Release Monday

 Minimum Day, grades 6-12
(Monte Vista, Williams, Tracy, West, Stein, Kimball)

 Minimum Day, grades 9-12, only
(Tracy, West, Stein, Kimball)

 P/T Conference (no students)

 Staff Development Day (no students)

 First & Last Days of School

 CST Testing Window



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: ~~Dr. James Franco~~ Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: December 17, 2011
SUBJECT: Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2011-2012 School Year and Submit it for Negotiations, Pending Public Input

BACKGROUND: The current three-year contract between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) expires June 30, 2012.

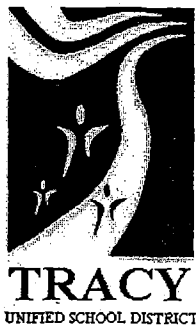
Pursuant to Article XXXIX of the 2009-2010, 2010-2011, 2011-2012 Master Agreement between TEA and TUSD, there shall be no re-openers for the 2010-2011 school year and re-openers on Article XIII, Salaries, and Article XIV, Fringe Benefits, only for the 2011-2012 school year. The District chooses to open Article XIII, Salaries, and Article XIV, Fringe Benefits.

RATIONALE: In view of the California state budget crisis and the potential need for further reductions to the District's budget, the District is opening these Articles in order to maintain fiscal solvency and meet the San Joaquin County Office of Education's standard for the budget to be certified as "positive".

This agenda item meets Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2011-2012 School Year and Submit it for Negotiations, Pending Public Input

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources
DATE: December 17, 2010
SUBJECT: Adopt the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2010-2011 School Year

BACKGROUND: The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires June 30, 2011. CSEA submitted its proposal for the 2010-2011 school year at the regularly scheduled board meeting on November 9, 2010.

RATIONALE: Pursuant to the current Master Agreement between CSEA and TUSD of 2008-2009, 2009-2010, 2010-2011, the District must also submit its proposal within 30 days after receipt of the Association's proposal. The District submitted its initial bargaining proposal for CSEA for the 2010-2011 school year at the December 14, 2010 board meeting. CSEA is requesting to meet and negotiate with the District for the Articles shown on the attached proposal. The District also chooses to open Article VIII, Pay and Allowances, and Article X, Fringe Benefits.

In view of the California state budget crisis and the potential need for further reductions to the District's budget, the District is opening these Articles in order to maintain fiscal solvency and meet the San Joaquin County Office of Education's standard for the budget to be certified as "positive".

FUNDING: N/A

This agenda item meets Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

RECOMMENDATION: Adopt the District's Initial Bargaining Proposal for the California School Employees Association (CSEA) for the 2010-2011 School Year

Prepared by: Dr. Sheila Harrison, Assistant Superintendent for Educational Services and Human Resources



California
School
Employees
Association

5375 West Lane
Stockton, CA 95210

(209) 472-2170
(800) 757-4229
FAX: (209) 472-2089
www.csea.com

Member of the AFL-CIO

*The nation's largest
independent classified
employee association*

*Member of the National
Association of Classified
School Employees
(NACSE), representing
independent public
employees throughout
the nation*

(AFL-CIO)

October 12, 2010

Dr. Sheila Harrison
Assistant Superintendent of Human Resources
Tracy Unified School District
1875 W. Lowell
Tracy, CA 95376

Dear Sheila,

Pursuant to the agreement between the California School Employees Association and its Tracy Chapter #98, and the Tracy Unified School District that expires on June 30, 2011, listed below please find the articles we propose for review, amendment and/or modification to the current collective bargaining agreement for the fiscal year 2010-2011.

Article VIII – Pay Allowances
Article X – Fringe Benefits
Article XXXV – Professional Growth Program

Please consider this document for public notice provisions pursuant to Government code Section 3547(a). The California School Employees Association and the Tracy Chapter #98 desire to commence negotiations as soon as possible after the completion of the public notice provisions.

Respectfully,

GALIFORNIA SCHOOL EMPLOYEES ASSOCIATION


Jessalyn Ka
Labor Relations Representative

cc: Karen Gardner, Area Director, Dorsey McCowan, Regional Representative;
Rose Roach, Field Director; Janet Jones Sterling, Senior Labor Relations
Representative; Denise Cheeseman, Chapter President #98, File



HUMAN RESOURCES MEMORANDUM

TO: Dr. James Franco, Superintendent
FROM: *SH* Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources
DATE: December 17, 2011
SUBJECT: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2011-2012 School Year

BACKGROUND: The current three-year contract between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) expires June 30, 2012.

Pursuant to Article XXXIX of the 2009-2010, 2010-2011, 2011-2012 Master Agreement between TEA and TUSD, there shall be no re-openers for the 2010-2011 school year and re-openers on Article XIII, Salaries, and Article XIV, Fringe Benefits, only for the 2011-2012 school year. TEA is requesting to meet and negotiate with the District for the Articles shown on the attached proposal. According to Article XXXIX, the District must submit its initial bargaining proposal within 30 days after receipt of the TEA's initial bargaining proposal. The District's proposal is being submitted to the January 11, 2011 board meeting.

This aligns with Strategic Goal #7: Develop and utilize partnerships that contribute to the achievement of District Goals.

FUNDING: N/A

RECOMMENDATION: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2011-2012 School Year

Prepared by: Dr. Sheila Harrison, Assistant Superintendent of Educational Services and Human Resources

Harrison, Sheila

From: Raco, Joe
Sent: Thursday, December 16, 2010 8:40 AM
To: Harrison, Sheila
Subject: FW: TEA Sunshine

From: Raco, Joe
Sent: Thursday, December 16, 2010 8:25 AM
To: sharrison@tusd.net
Cc: Sievers, Steve; Bourque, Maria; Costa, Manuel; Haut, David; Marchini, Marco; Nellie Baretta; Welch, Alice
Subject: TEA Sunshine

As per Article XXXIX of the current Master Agreement between Tracy Unified School District and Tracy Educators Association, the Tracy Educators Association agrees to open and negotiate Article XIII, Salaries, and Article XIV, Fringe Benefits, for the 2011-2012 school year.