

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Minutes of a Regular Meeting of the Board of Education  
Community Room  
Board of Education Building  
777 North F Street  
San Bernardino, California

**MINUTES  
ADOPTED  
6/19/12**

May 15, 2012

5:30 p.m.

Present: President Barbara Flores; Vice President Michael Gallo; Board Members Margaret Hill, Judi Penman, Bobbie Perong, Lynda Savage, and Danny Tillman; Interim Superintendent Yolanda Ortega; Chief Business and Financial Officer Mohammad Islam; Chief Academic Officer Eliseo Davalos; Assistant Superintendents Kennon Mitchell, John Peukert, and Harold Vollkommer. Minutes recorded by Administrative Assistant Jennifer Owens.

Absent: Associate Superintendent/Chief Administrative Officer Mel Albiso

**SESSION ONE - Opening**

**1.0 - Opening**

**1.1 - Call to Order**

President Flores called the meeting to order at 5:30 p.m.

**1.2 - Pledge of Allegiance to the Flag**

The meeting was opened with the Pledge of Allegiance to the Flag of the United States of America.

**SESSION TWO - Special Presentations**

**2.0 - Special Presentations**

**2.1 - Outstanding Student Awards and Outstanding Parent Awards**

Board of Education Outstanding Student and Parent Awards were presented to the following:

***Arroyo Valley High School***

Joshua Jackson, Manuel Ocampo, and Alfredo Yanez, students; Rhonda McIver-Jackson, parent

***Middle College High School***

Matthew Castillo, Jorge Diaz, and Patrick Watkins, students; Maria Ochoa, parent

***San Bernardino High School***

Courtney Cash, Elijah Espinoza, and Andre Shumpert, students; Yanira Villalobos, parent

2.2 - Southern California Edison Check Presentation

Representatives from Southern California Edison present a \$10,000 check to the District. The check represents a sponsorship that has provided funding to the A.S.T.E.R.I.S.K. Program in the areas of professional development and student internships. This sponsorship will enhance the program by allowing additional students the opportunity in the program to develop interpersonal and employment skills within the District and community agencies.

2.3 - Special Recognition

The Board of Education honored Pacific High School student Julie Tran for winning the RIMS (Riverside, Inyo, Mono, and San Bernardino Counties) regional award in the Analytical Writing category of the 13<sup>th</sup> annual AVID Write-off.

2.4 - Arrowhead United Way Trophy Presentation

Arrowhead United Way President Doug Rowand presented a trophy to the District for its annual employee giving campaign. District employees donated \$98,600 to the AUW last year.

2.5 - Presentation of Achievements in Respiratory Health Award

Dr. Samuel Soret, from the Loma Linda University School of Public Health, presented the 2012 Achievements in Respiratory (AIR) Health Award to Ramona-Alessandro Elementary School and Principal Luis Chavez.

**SESSION THREE – Student Report/School Showcase**

**3.0 - Student Report/School Showcase**

3.1 - Golden Valley Middle School

Golden Valley Middle School cheerleaders performed for the Board, under the direction of Tiauna Johnson, cheer advisor.

**SESSION FOUR - Public Hearing**

**4.0 - Public Hearing**

4.1 - TIER III State Categorical Programs Flexibility for Fiscal Year 2012-13

Education Code 42605 grants districts flexibility in Tier III categorical programs and authorizes districts to use these funds for any educational purpose. For the 2008-09 fiscal year through the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this

section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory and provisional language. As a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing held prior to and independent of a meeting where the governing board of the district adopts the annual budget, to take testimony from the public, identify any program that is proposed to be closed, discuss, approve or disapprove the proposed use of funding, and make explicit the purposes for which the funding will be used.

President Flores opened the public hearing and asked if anyone wished to comment. Hearing no response, Dr. Flores closed the public hearing.

Upon motion by Member Perong, seconded by Member Savage, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the following was adopted:

WHEREAS as a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing, to take testimony from the public, discuss, and approve or disapprove the proposed use of funding and to make explicit the purposes for which the funding will be used.

WHEREAS Assembly Bill (AB) 189, became effective January 1, 2012, and requires the Tier III public hearing to be held prior to and independent of a meeting at which the budget is adopted. AB 189 also requires a governing board to identify in the notice of the public hearing, any Tier III program that is proposed to be closed.

THEREFORE, BE IT RESOLVED that, following a public hearing in which public testimony was taken, discussion regarding the proposed uses of the funds took place; the San Bernardino City Unified School District adopts this Resolution approving the proposed uses of the funds.

## **SESSION FIVE - Administrative Presentations**

### **5.0 - Administrative Presentations**

#### **5.1 - Safety Presentation**

Officer Eric Vetere, Environmental Safety Officer, gave a presentation on Disaster Preparedness and Emergency Management (see page \_\_\_\_).

#### **5.2 - Community and School Alliance (CaSA) Presentation**

CaSA President Robbi Brunk presented an update on the Community and School Alliance, which provides mini grants to District teachers (see page \_\_\_\_).

Michael Gallo thanked Ms. Brunk and the CaSA board members. Mr. Gallo proposed to agendize the topic of expanding the role of CaSA education reform. Mr. Gallo will work with Ms. Brunk on this. Barbara Flores stated that they will place this on a future agenda.

## **SESSION SIX - Administrative Reports**

### **6.0 - Administrative Reports**

#### **6.1 - Academic Progress**

The Board of Education has requested the Educational Services Division to provide academic progress throughout the school year. The Educational Services Division has met and developed a calendar to report academic student progress throughout the school year.

Michael Gallo stated that the Board can bring suggestions to support the District and student achievement. Mr. Gallo asked for a standard agenda item for all agendas.

Barbara Flores asked if the District is streamlining assessments. Dr. Davalos stated that they are working with sites so they aren't spending all their time on assessments.

#### **6.2 - Supplemental Early Retirement Plan (SERP) Update**

Mohammad Z. Islam, Chief Business and Financial Officer, provided an update on the Supplemental Early Retirement Plan (SERP) (see page \_\_\_\_). Yolanda Ortega reported they are doing a soft freeze, which will give them time to do an assessment of how many positions to abolish.

Danny Tillman stated that they need to be clear that these numbers aren't final. Mr. Tillman asked which certificated and counseling positions don't have to be filled. Mrs. Ortega reported that she and Staff are working on it. They are looking at categorically funded positions to see if they will help the General Fund.

Michael Gallo stated that he wouldn't have voted to approve the SERP for minimal savings. Mrs. Ortega stated that part of the purpose of the SERP was to bring back laid-off teachers. Mr. Islam reported that there will be no SERP cost for next year.

#### **6.3 - Agreement Between the San Bernardino City Unified School District, the Center For Community Action and Environmental Justice (CCA EJ), and the South Coast Air Quality Management District (SCAQMD) for the Installation and Maintenance of Air Filtration Systems at Three District Sites**

Under the Reformulated Gasoline Settlement Fund and an Open Grants Program the CCAEJ received a \$1 million grant to install and maintain "high performance" air filtration systems at locations in San Bernardino and Riverside counties. On or about September 2011, Penny

Newman with CCAEJ contacted the District to discuss an agreement with CCAEJ to install these filters at two or three District sites.

Since October, 2011, meetings have been held with CCAEJ and SCAQMD to negotiate an agreement to have these filters installed. Three sites were agreed upon for their proximity to diesel emissions from rail yards and trucks: Ramona-Alessandro and Mt. Vernon elementary schools and Arroyo Valley High School. Of the \$1 million grant, approximately \$400,000.00 will be allocated to install and maintain these filters over a three-year period.

The District is committed to the health and well-being of students and staff and is in concurrence with the agreement except for four (4) clauses that legal counsel, Atkinson, Andelson, Loya, Romo, and Ruud, has advised could potentially have a negative impact on the District:

- Clause 4(D)(ii): Compliance with Environmental Laws and Regulations
- Clause 4(F)(i and ii): Test Data and Health Reports
- Clause 9: Media/Press Opportunities/Acknowledgement of Support
- Clause 13(C): Indemnification

Yolanda Ortega reported that they came to a resolution with Ms. Newman and are recommending the Board to direct Staff to continue negotiations.

#### 6.4 - Amendments to Board Policy 6146.1, Second Reading

[San Bernardino City USD](#) | [6000](#) | BP 6146.1 Instruction

### **High School Graduation Requirements**

The Board of Education desires to prepare each student to obtain a diploma of high school graduation in order to provide students with opportunities for postsecondary education and/or employment.

- (cf. 5127 - Graduation Ceremonies and Activities)
- (cf. 5147 - Dropout Prevention)
- (cf. 5149 - At-Risk Students)
- (cf. 6143 - Courses of Study)
- (cf. 6146.3 - Reciprocity of Academic Credit)
- (cf. 6146.5 - Elementary/ Middle School Graduation Requirements)
- (cf. 6164.2 - Guidance/ Counseling Services)

### **Course Requirements**

To obtain a diploma of graduation from high school, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

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\* *Beginning with the 2012-13 freshman class and all succeeding classes*, students must complete ~~220~~ 230 credits for graduation. *The graduating classes of 2013, 2014, and 2015 must complete 230 credits for graduation.*

English/Language Arts

Forty (40) credits, grade 9-12. Four courses in English (Education Code 51225.3)

Education Code 51225.3 stipulates that "no student shall receive a diploma of graduation from high school, while in grades 9 to 12, inclusive, has not completed all of the following:

*Beginning in the 2012-2013, students identified as English learners shall receive an appropriate ELD course aligned to their identified language proficiency level (CELDT levels 1, 2, or 3) in addition to a grade level sheltered (SEI) English course (English 1, 2, 3, or 4). Students shall receive English credit for the sheltered (SEI) English course and shall receive elective credit for the aligned ELD course.*

*English learners who demonstrate proficiency in language development (CELDT levels 4,5) shall receive a grade level sheltered (SEI) English course (English 1, 2, 3, or 4) or may choose to take the A-G approved ELD 4 course for English credit in lieu of their grade level sheltered (SEI) English course.*

*English Learners who are Redesignated as Fluent English Proficient (RFEP) shall be enrolled in English 1, 2, 3, or 4 by grade level and are not required to receive ELD instruction. Students in need of literacy intervention shall be enrolled in English 1, 2, 3, or 4 in addition to a reading support course. The reading support course will count as elective credit.*

\* ~~Three courses in English.~~

~~Beginning in the 2008-2009 school year, ninth grade students in need of intervention for literacy development may be excused from their ninth grade English course requirement if they are enrolled in an intervention class that requires a two-period block. The Board recognizes that students who are performing Below Basic or Far Below Basic in annual Standardized Tests in English/Language Arts while in secondary grades (7 through 12) and who are reading three or more years below their grade level are likely to not pass courses necessary for graduation nor pass the California High School Exit Exam (CAHSEE). In that these students represent those most likely to drop out of high school, the Board authorizes this substitution of the ninth grade English course with an intervention course that requires a double period block (approximately two hours daily) as a means of providing necessary support for students.~~

~~The Board recognizes the importance of a high school diploma as a means to pursue further academic preparation, vocational training, employment opportunities, and/or access to military service. While it is understood that direct admission from high school to a four year college or university within the University of California or the~~

~~California State University systems requires four years of college preparatory English, it is noted that college admission to these institutions may be jeopardized through this course substitution. Therefore, students who participate in the intervention course in grade nine will be provided opportunities to later access additional English credits for college admission in their subsequent high school years. English credit recovery options shall include additional English courses (during the regular school day and in lieu of elective courses), credit by examination, summer school, and/or computer based programs (i.e. NovaNet).~~

~~The substitution of the ninth grade English course will only apply to students in the most serious need. Eligible students are those who are three or more years behind in their academic literacy development, considered at risk of not passing the California High School Exit Exam (CAHSEE), and likely to not graduate from high school without extensive academic intervention. All other students must fulfill the four year English requirement outlined in this policy in order to obtain a high school diploma.~~

~~The Board stipulates that parents must be informed of this action's ramifications for college admission criteria and the potential benefits for their students' enrollment in the substitute intervention course. Parents/guardians of all eligible students will receive written notification and participation in the two period intervention course will only be provided to students with necessary parental/guardian consent.~~

(cf. 6142.91 - Reading / Language Arts Instruction)

### Mathematics

Thirty (30) credits, grade 9-12. Three courses in mathematics. (Education Code 51225.3)

Beginning in the 2003-04 school year, at least one mathematics course, or a combination of the two mathematics courses required for completion in grades 9-12, shall meet or exceed state academic content standards for Algebra I. (Education Code 51224.5)

Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall not exempt a student from the requirement to complete three mathematics courses in grades 9-12. (Education Code 51224.5)

**Students in need of math intervention upon entering 9<sup>th</sup> grade shall be placed in an Algebra standards course and may also receive a math support course. The Algebra standards course shall receive math graduation credit and the math support class shall receive elective credit. The Algebra standards course will not meet the state requirement of algebra coursework that meets or exceeds state academic content standards for Algebra I. (Education Code [51224.5](#))**

(cf. 6011 - Academic Standards)

(cf. 6142.92 - Mathematics Instruction)

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Science

Thirty (30) credits, grade 9 -12. Three courses in science, including one year of biological science and one year of physical science, (Education Code 51225.3) plus one additional laboratory science (UC/CSU) or another science course of the students choice.

(cf. 6142.93 - Science Instruction)

Social Studies

Thirty (30) credits, grade 9-12. **Three courses in social studies including United States History and geography; world history, culture and geography; a one-semester course in American government and civics; and a one-semester course in economics. (Education Code 51225.3)**

~~\* Four courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics plus one course in World Geography.~~

Fine Arts/Foreign Language

Ten (10) credits, grade 9-12. One course in visual and performing arts, foreign language or American Sign Language. (Education Code 51225.3)

(cf. 6142.6 - Visual and Performing Arts Education)

Physical Education

Twenty (20) credits. Two courses in physical education, unless the student has been exempted pursuant to Education Code 51241. Ninth grade students must enroll in Physical Education. The second course may be taken in 10th, 11th, or 12th grade. (Education Code 51225.3)

(cf. 6142.7- Physical Education)

Additional Requirements

Twenty (20) credits in Career Development: career / technical courses, Cadet Corps, JROTC, ROP or advanced academic courses leading to future career interests.

Forty ~~units~~ **credits** from any combination of selected courses of interest.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency / High School Equivalency)

Exit Exam for the Classes of 2006 and Later

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Beginning in the 2005-06 school year, each student-completing grade 12 shall have successfully passed the state examination in language arts and mathematics as a condition of high school graduation to receive a diploma. (Education Code 60851, 60859)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)  
(cf. 6159 - Individualized Education Program)  
(cf. 6162.52 - High School Exit Examination)

Supplemental instruction shall be offered to any student who does not demonstrate "sufficient progress," as defined in Board policy, toward passing the exit examination. (Education Code 37252, 60851)

Students who have not passed one or both parts of the exit exam by the end of grade 12 shall have the opportunity to receive intensive instruction and services for up to two consecutive academic years after completion of grade 12 or until they have passed both parts of the exam, whichever comes first. (Education Code 37254)

(cf. 6176 - Weekend/ Saturday Classes)  
(cf. 6177 - Summer School)  
(cf. 6179 - Supplemental Instruction)

#### Certificates of Completion

Students who have passed all the district's course requirements by the end of their senior year but are unable to pass the high school exit examination shall receive a certificate of completion in place of a diploma. Students who are to be awarded a certificate of completion may participate in all graduation activities and ceremonies. Graduation programs and the graduation ceremonies will make no distinction between those students awarded a high school diploma or a certificate of completion.

The Superintendent or designee shall regularly report to the Board regarding the number of students receiving a certificate of completion and the resources that have been offered to such students.

#### Retroactive Diplomas

The district may retroactively grant a high school diploma to a former student who was interned by the federal government during World War II or who is an honorably discharged veteran of World War II, the Korean War, or the Vietnam War, provided that he/she was enrolled in a district school immediately preceding the internment or military service and he/she did not receive a diploma because his/her education was interrupted due to internment or military service. (Education Code 51430)

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In addition, the Board may retroactively grant a diploma to a deceased former student who satisfies the above conditions. The diploma shall be received by the deceased student's next of kin. (Education Code 51430)

#### Adult School Graduation Requirements

Effective September 1, 2004, the requirements for graduation from San Bernardino Adult School are specified as follows:

Students must complete 180 credits to earn a high school diploma at Adult School.

#### Subject area requirements

##### English:

Same as for Grades 9-12 requirements 4 years, 40 credits

##### Mathematics:

Same as for Grades 9-12 requirements 3 years, 30 credits

##### Science:

Same as for Grades 9-12 requirements 3 years, 30 credits

##### Social Studies:

~~The World Geography A and B sequence is not required for the Adult School diploma. The state geography requirement is met through social science classes offered at San Bernardino Adult School.~~

All other requirements remain the same as for Grade 9-12 4 years, 40 credits

##### Career Development:

~~Computer Literacy/ Competency course is included within this category 2 years, 20 credits~~

Visual/Performing Arts or Foreign Language: 1 year, 10 credits

All other requirements remain the same as for Grade 9-12 4 years, 40 credits

##### Career Development:

~~Computer Literacy/ Competency course is included within this category 2 years, 20 credits~~

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~~Visual/Performing Arts or Foreign Language: 1 year, 10 credits~~

Due to the statutory restrictions preventing adult education programs from providing foreign language classes for high school credit, only Art Appreciation A and B are available for the students at San Bernardino Adult School. Students who have completed Foreign Language class(es) prior to enrolling at San Bernardino Adult School will be granted credit toward meeting this requirement.

Electives

Electives include subjects from the curricular areas available at San Bernardino Adult School.

Students must also pass the California High School Exit Exam as enforced by the State Board of Education.

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

(cf. 6146.1 High School Graduation Requirements)

#### 6.5 - Budget Update

Mohammad Z. Islam, Chief Business and Financial Officer, reported that the Governor's May Revise has been released. The state deficit has increased from \$9.2 billion to \$16 billion. The Governor is counting on the tax initiative passing in November. The Governor is folding categorical money into Prop 98 money and this will be challenged.

### **SESSION SEVEN – Other Matters Brought By Citizens**

#### **7.0 - Other Matters Brought by Citizens**

President Flores stated that public comments regarding the Youth Action Project will be limited to 30 minutes. The remaining topics will be limited to a total of 45 minutes.

Joseph Williams, CEO of Youth Action Project (YAP), thanked the District for supporting their program. They provide support to students at three high schools. Students Vanessa Nunez, Joseph Carrillo, Samuel Alvarez, Pamela Medina, Joshua Harris, Kyla Gilmore, and Oscar Serna; former students Monica Stockhausen and Celissa Van; YAP members Eric Spencer, Doris Ekanem, Alexandra Beltran, Stephanie Bolanos, Shonda Hutton, Nehemiah Harvey, and David Jackson; and parent Elvia Alvarez, expressed their support for the program.

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Charlie LaChance stated that there is an item on the May 15 Personnel Report to eliminate the Personnel Commission Director. Ms. LaChance stated that this is a mistake. Abe Flory isn't back yet and the current director is doing a good job. He should stay and transition Mr. Flory.

Cindy Andrade, CSEA 3<sup>rd</sup> Vice President, stated that the Board will do an injustice to classified employees if they release Mr. Maher. They are tired of doing extra work and Mr. Maher is a great advocate for them.

Lupita Mendez stated she has worked for El Sol since 1991, providing services to the English learner community. They hold their classes in different locations to make it easy for the students and provide flexible hours and child care. Ms. Mendez asked the Board to give them funds again.

Angela Montpas, Del Rosa Elementary School teacher, stated that there are serious problems with the Special Education Department and asked the Board to look into it. President Flores asked if the issue has been resolved. Mrs. Ortega reported she would look into it.

Marcus Endert reported that the number of students with autism has increased. They are combined with students with other disabilities. Mr. Endert asked the Board to reconsider the layoff of Special Education personnel.

Carmen Mena expressed her support of Gil Navarro and stated that African American students at San Gorgonio High School aren't getting the necessary academic support.

Gil Navarro urged the Board to provide information regarding teacher misconduct to *The Sun*. Mr. Navarro stated that he will continue to advocate for students.

Sonia Fernandez asked the Board to look into a situation regarding the counselor at San Gorgonio High School.

Paul Bleecker from Nexus asked the Board to not award Bid No. 04-12. Danny Tillman stated that he had a meeting with Cisco and District staff yesterday. The District has done everything appropriately. There is a fair process in place and staff is working with vendors on specs. Mr. Bleecker stated that he could have bid on other products.

Rhonda Early, Personnel Commission member, asked the Board to not release Patrick Maher, but to allow a 45-day transition period. Abe Flory hasn't started working yet and they haven't had a director for two days.

Gino Barabani, Personnel Commission Chair, stated that when they hired Patrick Maher, they knew he would be laid off with a 45-day transition. The Personnel Commission has the funds to do this. Mr. Barabani stated that this is confrontation, not cooperation. Mr. Barabani asked the Board to let Mr. Maher have a 45-day transition.

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Terrie Green, CDW-Government, asked that in the future, the District allow alternate specifications on bids.

Tim Femister stated that IT staff is familiar with Cisco products and recommended the District offer both scenarios.

Brandi Palasek asked the Board to reconsider moving the Mild to Moderate Program from North Verdemont to North Park Elementary School. Her son has done well at North Verdemont and he will have to be bused to North Park. President Flores stated that Kennon Mitchell will follow up with her.

Rebecca Harper, SBTA President, expressed her concern with Options For Youth and asked the Board to look at their data. Mrs. Harper stated that the District has to provide an EAP program and the Board is in violation of the contract. Mrs. Harper asked the Board to reconsider canceling the contract with The Counseling Team. They offer the most cost-effective services. When employees go to Health Net or Kaiser, that information becomes a medical record. The Counseling Team provides services to all household members, not just those covered under an employee's plan.

Obdulia Camargo asked the Board to keep the ESL program at the Asian American Resource Center. She has been with her current teacher for six months and she has made progress. President Flores stated that the Board will do all they can and someone will get back to her.

Lynette Hill, school psychologist for 10 years, stated that their ethical standards have been challenged. She has experienced a drastic shift in working conditions. There is a lack of respect and intimidation. Placements were decided outside of IEP meetings and against Ed Code. Ms. Hill asked the Board to look at their survey and consider their concerns.

Annie Hinojos, psychologist for 13 years in the District, stated that this year their pride has diminished. They are trained to be problem solvers and can't skew the data. Ms. Hinojos asked the Board to take their director into consideration. The effective work environment is impeded.

Danny Tillman asked that Yolanda Ortega meet with the staff and come back with a report at the June 5 Board meeting.

Martin Carey, psychologist at San Gorgonio High School for seven years, stated that he writes IEPs with parents and protects the students. They don't place labels on students unless it is necessary. The law gives authority to all on the team. Gil Navarro has been given special status in the District. Administrators have told them to follow Mr. Navarro.

Roger McCoy, Secretary/Treasurer of the Association of School Psychologists, reported that the psychologists have asked for his assistance. Gil Navarro's interactions violate ethical codes and policies. Mr. Navarro is not civil or respectful to employees. He uses bullying and intimidating

tactics. He uses Board meetings for personal gain. Mr. Navarro and Helen Rodriguez attempt to influence assessment outcomes. Ms. Rodriguez has created a hostile work environment.

Kimberlyn Hearn expressed his concern about the reduction of student transportation for the next school year and offered some suggestions for other budget reductions instead. Barbara Flores stated that the Board wants this restored. Danny Tillman stated that the Board will most likely vote to restore it this evening.

Steve Figueroa, education advocate, stated that he has faith in Helen Rodriguez. School psychologists don't understand IDEA. Parents have a right when psychologists are biased.

**SESSION EIGHT - Reports and Comments**

**8.0 - Report by Board Members**

Board members reported on school-related activities they have attended during the past few weeks and announced upcoming events they believe will be of interest to their fellow Board members.

**8.1 - Legislative Update**

Barbara Flores asked the Board members to read the Governor's and Molly Munger's tax initiatives.

**9.0 - Report by Superintendent and Staff Members**

Yolanda Ortega reported that San Gorgonio High School student, Ryan Hunter-Simms, received the Ken Hubbs Memorial Award.

**9.1 - Tracking and Response Mechanism to Follow Up on Requests and Questions from Board and Community Members, as of May 9, 2012**

		Date of Request	Question/Request	Requested by	Assigned to/ Date	Anticipated Completion Date	Status/ Remarks/Action
<b>PARENT/PUBLIC REQUESTS</b>							
	1	5/1/12	She received a letter after her son had three unexcused absences.	Unidentified parent	Kennon Mitchell 5/2/12	May 15, 2012	The form truancy letter and chart of the SARB procedures were provided in Board Correspondence.

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2	5/1/12	Consider placing laid-off instructional assistants in vacant positions.	Olivia Phipps	Harold Vollkommer 5/2/12	May 15, 2012	
3	5/1/12	Investigate why an employee was reprimanded the day after comments were made at a Board meeting.	Rebecca Harper	Harold Vollkommer 5/2/12	June 5, 2012	
4	5/1/12	Allow her to take the SERP after retiring in August 2011 with 29 years of service.	Idalia Chishiki	Mohammad Islam 5/2/12	May 15, 2012	Response provided in Confidential Board Correspondence.
5	4/17/12	Keep the Read 180 Program and Ms. Rojas at Warm Springs Elementary School. The principal yells at her and the rec aides.	Oliva Duran	Eliseo Davalos Kennon Mitchell 4/18/12	May 15, 2012	The program will remain at Warm Springs; however, staff implementing the program has been affected by recent budget cuts. The principal has a meeting scheduled with Mrs. Duran and other parents to discuss and resolve this issue.
6	4/17/12	The Dual Immersion program at Arrowview Middle Schools is not being implemented properly.	Lester Cedeno	Eliseo Davalos 4/18/12	May 15, 2012	Educational Services staff met with Mr. Cedeno and will visit the school to review the program.
7	4/17/12	Look at achievement data for Options for Youth students. Do their teachers have due process rights?	Rebecca Harper	Eliseo Davalos 4/18/12	May 15, 2012	That information was given to Mrs. Harper in Board Correspondence.
8	4/17/12	Does the District have a Cisco virtual program?	Ron Fletcher	Eliseo Davalos 4/18/12	May 15, 2012	The Cisco program is offered at Cajon and San Bernardino High School.

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	9	4/3/12	Allow DAAAC to present an annual report. Form a committee for GATE parents.	Abigail Medina	Eliseo Davalos 4/4/12	May 15, 2012	Tanya Fisher is working with Mrs. Medina to identify items the DAAAC would like to include in the report. The District has a GATE Parent Advisory Council.
	10	4/3/12	She offered to partner with the District on health issues.	Penny Newman	John Peukert 4/4/12	May 15, 2012	Staff is in the process of finalizing an agreement with Ms. Newman.
	11	4/3/12	She was treated unfairly at San Gorgonio High School. She had 13 F's and teachers didn't help her.	Sonia Fernandez	Eliseo Davalos 4/4/12	May 15, 2012	Response provided in Confidential Board Correspondence.
	12	4/3/12	She is concerned that African American students don't have any mandated strategies.	Valeria Dixon	Eliseo Davalos 4/4/12	May 15, 2012	Tanya Fisher, Director of Equity and Targeted Student Achievement, will work with Ms. Dixon to identify specific strategies.
*	13	4/17/12	When will cafeteria workers be hired?	Carl Greenwood	Harold Vollkommer 4/18/12	May 15, 2012	
<b>CURRICULUM/INSTRUCTION – DR. ELISEO DAVALOS</b>							
	1	5/1/12	Where are the health sciences incorporated in the graduation requirements?	Barbara Flores	Eliseo Davalos 5/2/12		Ninth grade science course for all; a health science course as an elective or as a third year of science.
	2	5/1/12	Provide quarterly reports on charter schools.	Bobbie Perong	Eliseo Davalos 5/2/12		Staff is recommending mid-year and end-of-year reports.

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	3	5/1/12	Dupont has tried to do business with the District and no one has returned their calls.	Margaret Hill	Eliseo Davalos 5/2/12		Ronnie Henderson, Administrative Director of Secondary Education, will contact Dupont.
**	4	4/17/12	Can we streamline matriculation with Valley College?	Danny Tillman	Eliseo Davalos Kennon Mitchell 4/18/12	May 15, 2012	Valley College hosted a breakfast for secondary principals on April 27 which provided a strong base for future collaboration.
**	5	4/3/12	Add a link on the District website for the Khan Academy.	Danny Tillman	Eliseo Davalos 4/4/12	May 15, 2012	Staff is running the Khan Academy through internet filters to assure that the website content meets requests to be added to the website.
*	6	4/17/12	Compare Santa Ana District's demographics and A-G participation with ours.	Danny Tillman	Eliseo Davalos 4/18/12	July 3, 2012	
*	7	4/3/12	Notify the community which charter schools are not District schools. Caution principals to not refer students to charter schools that aren't accredited.	Danny Tillman	Eliseo Davalos 4/4/12	May 15, 2012	
*	8	4/3/12	Provide a description of activities and programs at schools' parent centers.	Barbara Flores	Eliseo Davalos 4/4/12	May 15, 2012	
	9	4/17/12	What is the process for Language Appraisal Team (LET) meetings?	Barbara Flores	Eliseo Davalos 4/18/12	May 15, 2012	Provided in Board Correspondence.

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	10	4/17/12	How can we integrate technology partnerships in the District?	Michael Gallo	Eliseo Davalos 4/18/12		
	11	4/3/12	How many schools have parent participation plans?	Barbara Flores	Eliseo Davalos 4/4/12	May 15, 2012	All schools receiving Title I funds have a Parent Involvement Policy.
	12	4/3/12	Provide a copy of schools' parent participation plans.	Barbara Flores	Eliseo Davalos 4/4/12	May 15, 2012	Copies are on file in the Categorical Programs office. Due to the volume, we will provide copies upon request.
	13	4/3/12	How many schools have parent centers?	Barbara Flores	Eliseo Davalos 4/4/12	May 15, 2012	11 schools have a Parent Center on site. The remaining schools serve parents with Models A-D.
	14	4/3/12	Recommend that Staff read <i>Detracking for Excellence and Equity</i> .	Barbara Flores	Eliseo Davalos 4/4/12	May 15, 2012	Books have been ordered for the Board members and Staff.
	15	3/20/12	Submit RFIs for best practices and innovations we are doing to the Department of Education.	Michael Gallo	Eliseo Davalos 3/26/12	May 15, 2012	In Progress
<b>STUDENT SERVICES/EMPLOYEE RELATIONS – DR. KENNON MITCHELL</b>							
	1	5/1/12	Provide a report on parent concerns regarding counselors. What are their duties, student-counselor ratios, issues they address, and their yearly evaluations.	Barbara Flores	Kennon Mitchell 5/2/12		Provided in Board Correspondence.
	2	5/1/12	Provide the Request for Support Services Form with fields to be entered online.	Danny Tillman	Kennon Mitchell 5/2/12		The IT Department has restructured the form and will be available on the website.

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	3	4/17/12	Invite Molina Care to make a presentation at a Management Team meeting.	Margaret Hill	Kennon Mitchell 4/18/12	May 15, 2012	Jacqueline Portilla, Territory Manager of Molina Healthcare of California has agreed to present information on services that Molina Care offers to students in our community at an upcoming Management Team meeting.
	4	4/17/12	What is the protocol for scheduling IEP meetings?	Margaret Hill	Kennon Mitchell 4/18/12	May 15, 2012	The IEP process and timeline are included in Board Correspondence.
<b>BUSINESS SERVICES – MOHAMMAD ISLAM</b>							
	1	5/1/12	Provide a report on litigation and expenses on May 15.	Danny Tillman	Mohammad Islam 5/2/12		Provided in Confidential Board Correspondence.
<b>FACILITIES/MAINTENANCE &amp; OPERATIONS/NUTRITION SERVICES – JOHN PEUKERT</b>							
	1	5/1/12	Agendize the request to install air filters at Ramona Alessandro for open and closed session, and action on May 15.	Board Consensus	John Peukert 5/2/12		On the May 15 agenda.
<b>COMMUNICATIONS – LINDA BARDERE</b>							
	1	5/1/12	Notify teachers and classified employees of the appreciation resolutions that were adopted on May 1.	Bobbie Perong	Linda Bardere 5/2/12		Each worksite will receive a commemorative copy of the Board resolution to post for all employees to view. The resolutions were included in ENewsLink, the District's Facebook page, and annual appreciation reception.

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	2	5/1/12	Her email address is not accessible online.	Bobbie Perong	Linda Bardere 5/2/12		As of May 2, all Board members' email accounts are accessible and functioning correctly.
<b>BOARD ASSISTANT – JENNIFER OWENS</b>							
	1	2/7/12	Provide the grid, based on Board criteria, the Cosca Group will use to rank Superintendent candidates.	Board Consensus	Jennifer Owens 2/8/12	May 15, 2012	Provided in Confidential Board Correspondence.
<b>SUPERINTENDENT – YOLANDA ORTEGA</b>							
	1	4/17/12	Consider using Share Point to prioritize the follow up requests.	Michael Gallo	Yolanda Ortega 4/18/12		We are conducting a test run on the Share Point program.
	2	4/3/12	Agendize student achievement updates for every Board meeting.	Board Consensus	Yolanda Ortega 4/4/12	May 15, 2012	The request was modified by Mr. Gallo to agendize updates once a month. The first report is on the May 15 agenda.

\*Board Member priorities

**SESSION NINE - Legislation and Action**

***10.0 Consent Items (When considered as a group, unanimous approval is advised.)***

Certain items of business require review and approval by the Board of Education. Other items are for information and review only. Therefore, the following items are grouped as a consent list for receipt and approval. When members have questions about items included in the consent calendar, these items are pulled out of the group and considered separately.

No items were held for later consideration.

Upon motion by Member Tillman, seconded by Member Perong, and approved by the affirmative vote of Member Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the following was adopted:

**BUSINESS SERVICES DIVISION**

10.1 - Acceptance of Gifts and Donations to the District

BE IT RESOLVED that the Board of Education acknowledges receipt of \$1,207.89, Segerstrom Center for the Arts, Costa Mesa, California; \$300.00, Schools First Federal Credit Union, Santa Ana, California; \$500.00, Patrick and Latisha Casas, Highland, California; \$3,000.00, Frederick and Brenda Garcia, Patton, California; \$150.00, Tenco Solar Inc., Riverside, California; \$3,000.00, Vance M. Garcia, Huntington, California; and \$212.20, General Mills Box Tops for Education, Young America, Minnesota.

10.2 - Bid No. 04-12, Network Infrastructure Equipment

BE IT RESOLVED that Bids were received from AMS Net, Irvine, California; CDW-Government, Chandler, Arizona; Data Impressions, Cerritos, California; eNet Components, Inc., Lake Forest, California; Merrill & Associates, Brea, California; Nexus IS, Inc., Valencia, California; NeSystems, Inc., Santa Clarita, California; Presidio Networked Solutions, Inc., Sacramento, California; Siemens Enterprise Communications, Corona Del Mar, California; SigmaNet, Inc., Ontario California, and Vector Resource, Inc., Rancho Cucamonga, California.

BE IT ALSO RESOLVED that proposals received from Data Impressions, eNet Components, Inc., and NeSystems, Inc., and Presidio Networked Solutions be rejected as non-responsive.

BE IT ALSO RESOLVED that proposals received from Siemens Enterprise Communications be rejected for qualifying the terms and conditions of the bid.

BE IT ALSO RESOLVED that proposals received from Merrill & Associates be rejected as being deemed not equivalent to the equipment as specified.

BE IT ALSO RESOLVED that Bid No. 04-12, Network Infrastructure Equipment, be awarded to Vector Resources, Inc., Rancho Cucamonga, California; lowest responsive, responsible bidder meeting district specifications as follows:

Bidders	Column A – Equipment and Services	Column B – Equipment Only	Discounts off Manufacture List
Vector Resources, Inc. Rancho Cucamonga, California	\$ 95,065.39	\$ 87,577.71	5-52% HP 52% Aruba 28% Tripplite
CDW-Government Chandler, Arizona	\$ 130,230.66	\$ 117,043.66	37% Cisco 5% HP 5% Tripplite
Nexus IS, Inc. Valencia, California	\$ 130,899.43	\$ 126,690.46	

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SigmaNet Ontario, California	\$131,292.68	\$123,087.68	48% Cisco
AMS Net Irvine, California	\$140,031.00	\$128,581.00	47%-57% Cisco

BE IT ALSO RESOLVED that the District reserves the right to purchase more than or less than the quantities indicated on a line item unit cost basis in accordance with the terms of the bid documents, as needed through the initial one-year term of bid and all extensions, not to exceed five (5) years total in accordance with the terms of the bid documents.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Finance Officer, to sign all contracts related to this bid.

10.3 - Commercial Warrant Registers for Period from April 16, 2012, through April 30, 2012

BE IT RESOLVED that the Commercial Warrant Register for period from April 16, 2012, through April 30, 2012, be approved.

BE IT FURTHER RESOLVED that the Board of Education authorizes James Cunningham, Accounting Services Director; David Moyes, Accounts Payable Supervisor; Derek Harris, Interim Employee Benefits Director; or Mohammad Z. Islam, Chief Business and Financial Officer, to sign disbursements.

10.4 - Extended Field Trip, Arroyo Valley High School, Big Basin Redwood State Park, Santa Cruz, California

BE IT RESOLVED that the Board of Education approves the extended field trip for 22 Arroyo Valley High School students and five District employees to attend the Big Basin Redwood State Park, in Santa Cruz, California, from May 28, 2012, through June 1, 2012. The cost of the trip, not to exceed \$4,000.00, including meals and lodging for 22 Arroyo Valley High School students and five District employees, will be paid from Arroyo Valley High School CORE Academy California Partnership Account No. 493. Transportation provided by America's Express Rental, not to exceed \$1,500.00, will be paid from Arroyo Valley High School CORE Academy California Partnership Account No. 493. Names of the students are on file in the Business Services office.

10.5 - Extended Field Trip, Cajon High School, 2012 Track and Field State Championship, Clovis, California

BE IT RESOLVED that the Board of Education approves the extended field trip for seven Cajon High School students and four District employees to attend the 2012 Track and Field State Championship, in Clovis, California, from May 31, 2012, through June 3, 2012. The cost of the trip, not to exceed \$1,350.00, including meals and lodging for seven Cajon High School students and four District employees, will be paid from Cajon High School ASB Track Club Account

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No. 779. Transportation provided by Xpress Van Rental, not to exceed \$440.00, will be paid from Cajon High School ASB Track Club Account No. 779. Names of the students are on file in the Business Services office.

10.6 - Extended Field Trip, CAPS Central Programs, YMCA Camp Edwards, Angelus Oaks, California

BE IT RESOLVED that the Board of Education approves the extended field trip for 141 CAPS Central Programs students, 11 adult chaperones, and 5 District employees to attend the YMCA Camp Edwards, in Angelus Oaks, California, from June 25, 2012, through June 27, 2012. The cost of the trip, not to exceed \$24,250.00, including meals and lodging for 141 CAPS Central Programs students, 11 adult chaperones, and 5 District employees, will be paid from CAPS Central Programs Account No. 145. Transportation provided by Durham School Services, not to exceed \$3,000.00, will be paid from CAPS Central Programs Account No. 459. Names of the students are on file in the Business Services office.

10.7 - Federal/State/Local District Budgets and Revisions

BE IT RESOLVED that the Board of Education approves the addition of \$83,332.00 in the budgeting of expenditures for the unrestricted program, Board of Education (066).

BE IT FURTHER RESOLVED that the Board of Education approves the addition of \$10,000.00 in the budgeting of revenues and expenditures for the restricted program, California Academic Partnership Program (CAPP) (310).

10.8 - Payment for Course of Study Activities

BE IT RESOLVED that the Board of Education considers the following activities to be a part of the regular course of study for the 2011-12 school year and approves payment to the following:

Full Spectrum Educational Services for two presentations at Del Vallejo Middle School, titled "Star Lab" on June 4, 2012, and June 6, 2012. The cost, not to exceed \$1,300.00, will be paid from CAPS Central Programs Account No. 145.

Full Spectrum Educational Services for two presentations at Golden Valley Middle School, titled "Star Lab" on May 29, 2012, and May 30, 2012. The cost, not to exceed \$1,300.00, will be paid from CAPS Central Programs Account No. 145.

Full Spectrum Educational Services for a presentation at Shandin Hills Middle School, titled "Star Lab" on June 26, 2012. The cost, not to exceed \$650.00, will be paid from CAPS Central Programs Account No. 145.

San Bernardino Community College for various presentations titled "HiperMath" at Golden Valley Middle School and Del Vallejo Middle School throughout the month of June 2012. The

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cost, not to exceed \$2,400.00, will be paid from CAPS Central Programs Account No. 145 and Account No. 459.

San Bernardino Community College for various presentations titled “Catapult” at Del Vallejo Middle School and Golden Valley Middle School throughout the month of June 2012. The cost, not to exceed \$5,800.00, will be paid from CAPS Central Programs Account No. 145 and Account No. 459.

ARC for various presentations titled “ARC Fitness” at Golden Valley Middle School and Del Vallejo Middle School throughout the month of June 2012. The cost, not to exceed \$6,000.00, will be paid from CAPS Central Account No. 566.

10.9 - Payment for Services Rendered by Non-Classified Experts and Organizations

BE IT RESOLVED that the Board of Education approves payment to the following non-classified experts:

Children’s Resources, Fontana, California, approved by Board on October 4, 2011, Agenda Item 8.33, to conduct an additional day of training on, “Bully Proof,” to staff at the CAPS mini-conference. The amendment is necessary to add \$450.00 to the original fee of \$1,600.00 for aggregate total not to exceed \$2,050.00. The additional fee will be paid from the Restricted General Fund—After School Education and Safety Program, Account No. 459. All other terms and conditions remain the same.

MALDEF National PSP Program Office, Los Angeles, California, to provide a “Trainer of Trainers” program as well as conduct a formal Parent-School Partnership (PSP) presentation as a prerequisite to the training. MALDEF staff will assess the needs in the schools and the community and will make recommendations for a trainers program. Some of the training topics include parental rights and responsibilities, how to work with school staff, leadership development, advocacy, and group problem solving, effective June 1, 2012, through June 30, 2012. The cost, not to exceed \$1,500.00, will be paid from the Restricted General Fund—Title III LEP Student Subgrant, Account No. 544.

Cambium Learning Group, Frederick, Colorado, to conduct “Step Up to Writing” training, effective June 16, 2012, through June 23, 2012. The “Step Up to Writing” program provides effective, multisensory writing strategies to improve students’ overall literacy skills. The training will focus on connecting reading and writing to build a common language of literacy and increase proficiency across grade levels and content areas. The cost, not to exceed \$7,020.00, will be paid from the Restricted General Fund-Elementary Secondary Education Act Title I, Account No. 501.

## **EDUCATIONAL SERVICES**

### **Curriculum and Instruction**

#### **10.10 - Acceptance of the Special Education Memorandum of Understanding from Taft T. Newman Leadership Academy**

BE IT RESOLVED that the Board of Education accepts the revised charter petition and the Special Education Memorandum of Understanding between the District and the Taft T. Newman Leadership Academy for Special Education services.

#### **10.11 - Acceptance of the Special Education Memorandum of Understanding from Woodward Leadership Academy**

BE IT RESOLVED that the Board of Education accepts the revised charter petition and the Special Education Memorandum of Understanding between the District and the Woodward Leadership Academy for Special Education services.

#### **10.12 - Amendment No. 1 of the Agreement with College Board, New York, New York, for College Readiness System™ Products for the PSAT/NMSQT® Exam**

BE IT RESOLVED that the Board of Education approves amending the agreement with College Board, New York, New York, for College Readiness System™ Products for the PSAT/NMSQT® Exam, approved by Board on September 20, 2011, Agenda Item 9.22. The amendment is necessary to add \$1,407.00 to the original contract amount of \$35,385.00, for an aggregate contract amount of \$36,792.00, for additional exams for tenth grades students at six District high schools. The additional fee will be paid from the Restricted General Fund—CAHSEE Intensive Instruction and Services, Account No. 403.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said agreement.

#### **10.13 - Agreement with the Riverside County Office of Education, Riverside, California, to Provide Riverside, Inyo, Mono and San Bernardino Counties (RIMS) to Implement an Internship Program within the Region**

BE IT RESOLVED that the Board of Education ratifies entering into an agreement with the Riverside County Office of Education, Riverside, California, as the lead educational agency for the Riverside, Inyo, Mono and San Bernardino (RIMS) counties effective July 1, 2011, continuing through June 30, 2012, to implement an internship program plan in the region. The Office of Education will pay the District \$1,000.00 per participating teacher up to a total of two teachers participating in the program. The reimbursement, not to exceed \$2,000.00, will be deposited into the Restricted General Fund—Teacher Credentialing Block Grant, Account No. 456.

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BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign all related documents.

10.14 - Amendment No. 1 of the Agreement with Life Long Learning & Associates, Blue Jay, California, to Provide Staff Development to District Schools

BE IT RESOLVED that the Board of Education approves amending the agreement with Life Long Learning & Associates, Blue Jay, California, to provide staff development for all middle and high schools for the Algebra Action Research Project, approved by Board on June 21, 2011, Agenda Item 8.24. The amendment is necessary to add \$21,000.00 to the total contract amount of \$141,000.00, for an aggregate contract amount of \$162,000.00. The additional fee will be paid from the Restricted General Fund—CAHSEE Intensive Instruction and Services, Account No. 403.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign all related documents.

10.15 - Amendment of the Facilities Use Agreement with National University, San Bernardino, California

BE IT RESOLVED that the Board of Education authorizes amending the facilities use agreement with National University, San Bernardino, California, approved by Board on June 21, 2011, Agenda Item 8.57. The amendment is necessary to add \$5,000.00 to the total contract amount of \$20,000.00 for an aggregate contract amount of \$25,000.00 for rental of conference rooms at \$150.00 per day plus equipment rental costs. The additional fee will be paid from the Restricted General Fund—Title II, Educational Services, Account No. 538. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign all related documents.

10.16 - Facilities Use Agreement with Jerry Lewis Swim Center, San Bernardino, California

BE IT RESOLVED that the Board of Education authorizes Riley Elementary School to enter into a facilities use agreement with the Jerry Lewis Swim Center, San Bernardino, California, for an end-of-year swim party on May 25, 2012. The total cost, not to exceed \$356.00, will be paid from the Restricted General Fund—INAP Elementary, Account No. 205.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign all related documents.

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10.17 - Request for Waiver of California High School Exit Exam (CAHSEE) Passage Requirement for Students with a Disability

BE IT RESOLVED that the Board of Education approves the Waiver of CAHSEE Passage Requirement for Students with a Disability.

10.18 - SOAR Charter Academy Prop 39 Agreement

BE IT RESOLVED that the Board of Education accepts the lease agreement between the District and SOAR Charter Academy.

**Student Services**

10.19 - Authorization to Approve Special Education Settlement Agreements

BE IT RESOLVED that the Board of Education authorizes Helen Rodriguez, Director of Special Education, to approve Special Education Settlement Agreements up to \$10,000.00.

10.20 - Authorization to Approve Special Education Settlement Agreements

BE IT RESOLVED that the Board of Education authorizes Kennon Mitchell, Assistant Superintendent, Student Services, to approve Special Education Settlement Agreements up to \$25,000.00.

10.21 - Facilities Use Agreement with the Hilton Hotel, San Bernardino, California

BE IT RESOLVED that the Board of Education authorizes the Student Services Department to enter into a facilities use agreement with the Hilton Hotel, San Bernardino, California, for the Student Services Directors Planning Meeting, effective June 7, 2012. The total cost, not to exceed \$600.00, will be paid from the Unrestricted General Fund—Student Services, Account No. 069.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign all related documents.

10.22 - Expulsion of Student(s)

BE IT RESOLVED that the Board of Education accepts and adopts the recommendation and findings of the Hearing Panel, based on a review of the Panel's finding of facts and recommendations, and orders the expulsion of the following student(s) with the birth date(s) as listed below in accordance with the Board rules and regulations and in compliance with Education Code Section 48900:

\*(S)3/21/1998    \*(S)7/24/1994    \*(S)6/18/1997    \*(S)3/20/1998    \*(S)1/14/1998    \*(S)1/28/1996  
\*(S)5/23/1999    \*(S)12/13/1997    \*(S)12/28/1995

\*The Board does hereby order the enforcement of the expulsion suspended for a period of not more than one calendar year. The suspension of the enforcement of the expulsion order is deemed appropriate for the rehabilitation of the pupil, per Education Code section 48917.

\*\*The Board does hereby expel the pupil for a period of one semester, and does hereby order the enforcement of the expulsion suspended for the following semester, allowing him/her to be considered for re-enrollment in the district under suspended expulsion as deemed appropriate for the rehabilitation of the pupil, per Education Code section 48917.

(S) A stipulated expulsion is a process whereby the pupil and his/her family acknowledge responsibility for the behavior leading to the recommendation for expulsion by the school administration, and waive their right to a hearing by admitting to the facts in support of an expulsion recommendation. The pupil and his/her family stipulate the facts of the case as presented by the school, accepting one of the following consequences: \*(S) suspended expulsion, \*\*(S) expulsion one semester, suspended expulsion one semester, (S) expulsion two semesters.

10.23 - Student(s) Recommended for Suspension, but Remanded Back to School Sites or Had Suspensions Reduced, Due to Errors of Due Process, Lack of Evidence, and/or Availability of Other Means of Correction

BE IT RESOLVED that the following student(s) were recommended for suspension, but suspension is deemed inappropriate based on due process errors, insufficient evidence, and/or the availability of other means of correction in compliance with Education Code Section 48900. Therefore, although they were recommended for suspension, the suspension was reversed or modified.

8/16/1995      9/3/2001

10.24 - Student(s) Recommended for Expulsion, but Remanded Back to the School Sites Due to Errors of Due Process, Lack of Evidence and/or Availability of Other Means of Correction

BE IT RESOLVED that the following student(s) were recommended for expulsion, but expulsion is deemed inappropriate based on due process errors, insufficient evidence, and/or the availability of other means of correction in compliance with the Education Code section 48900. Therefore, although they were recommended for expulsion, the expulsion is not granted:

11/17/1995      11/30/1998

10.25 - Student(s) Not Recommended for Expulsion as Specified Under Education Code Section 48915 (a)

Education Code Section 48915 (a) states, "Principal or the Superintendent of the schools shall recommend a pupil's expulsion....., unless the principal or superintendent finds and so reports in

writing to the governing board that expulsion is inappropriate, due to the particular circumstance, which should be set out in the report of the incident.”

The student(s) identified below were found to have committed a violation of Education Code Section 48900 for which a referral for expulsion is mandated; however, the principal found that due to particular circumstances, expulsion is inappropriate:

10.26 - Revocation of Suspension of Expulsion

FURTHER, in accordance with Education Code Section 48917, the Board does hereby order the expulsion of the student(s) with birth date(s) as listed:

This order revokes a previously suspended expulsion order and is recommended at this time because the student(s) violated the conditions of the suspension of the expulsion order.

10.27 - Lift of Expulsion of Student(s)

BE IT RESOLVED that the Board of Education authorizes the readmission of the following student(s), with the birth date(s) as indicated below, to schools of the San Bernardino City Unified School District in accordance with the Board rules and regulations and in compliance with the Education Code Section 48900:

6/24/1996      1/8/1996

10.28 - Failure to Recommend Mandatory Expulsion 48915

BE IT RESOLVED that the following school(s) have failed to adhere to Education Code Section 48915. Principals are required by Education Code to report guns, brandishing a knife, sexual assault, possession of an explosive device, and/or the sale of an illegal substance. The following school(s) have not followed this Education Code requirement:

10.29 - Petition to Expunge, Rescind, or Modify Expulsion

Education Code 48917, Section (e) states: upon satisfactory completion of the rehabilitation assignment of a pupil, the governing board shall reinstate the pupil in a school of the district and may also order the expungement of any or all records of the expulsion proceedings.

Education Code 48213 states: that a student can be excluded from attendance pursuant to Section 120230 of the Health and Safety Code or Section 49451 of this code if a principal or his designee determines that the continued presence of the child would constitute a clear and present danger to the life, safety, and health of a pupil or school personnel. The governing board is not required to send prior notice of the exclusion to the parent or guardian of the pupil. The governing board shall send a notice of the exclusion as soon as is reasonably possible after the exclusion.

**EMPLOYEE RELATIONS DIVISION**

**10.30 - Authorization to Approve Property-Liability-Insurance, Claims & Litigation Management Documents**

BE IT RESOLVED that the Board of Education authorizes Kennon Mitchell, Assistant Superintendent, Employee Relations, to approve Property-Liability-Insurance, Claims & Litigation Management documents up to the deductible of \$25,000.00.

**FACILITIES/OPERATIONS DIVISION**

**Facilities Management**

**10.31 - Amendment No. 1 to the Approval of Professional Services Agreements for Architectural and Engineering Services for DSA Pre-Checked Two Story Classroom Buildings**

BE IT RESOLVED that the Board of Education approves amending the professional services agreements with IBI Group, Irvine, California, for architectural and engineering services for DSA pre-checked two story classroom buildings at Muscoy, Vermont, and Lincoln Elementary Schools to replace existing portable buildings as part of the Overcrowding Relief Grant (ORG) Program, originally approved by the Board on August 4, 2009. This amendment will extend the ending date to June 30, 2015. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 1.

**10.32 - Amendment No. 2 to the Approval of Professional Services Agreements for Architectural and Engineering Services for Additional DSA Pre-Checked Two Story Classroom Buildings**

BE IT RESOLVED that the Board of Education approves amending the professional services agreements with PSWC Group Architects, San Bernardino, California and GKKworks, Pasadena, California, for architectural and engineering services for DSA pre-checked two story classroom buildings at Lankershim, Lytle Creek, and Wilson Elementary Schools to replace existing portable buildings as part of the Overcrowding Relief Grant (ORG) Program, originally approved by the Board on August 4, 2009. This amendment will extend the ending date to June 30, 2015. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 2.

10.33 - Amendment No. 12 to the Professional Services Agreement with HMC Architects for Architectural and Engineering Services for Various Modernization Projects

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects to provide extended construction administration and project closeout support beyond the original construction period, due to the unforeseen removal of the general contractor for the Group 2 modernization project, with an estimated completion date of February 1, 2013. The cost, not to exceed \$134,169.00, plus approved reimbursables, will be paid from Funds 21, 25, or 35. These amounts include credit for unused construction administrative services as a result of the termination of the general contractor prior to the original completion date.

<b>Site</b>	<b>Additional Amount</b>
Mt. Vernon Elementary	\$56,490.00
Rio Vista Elementary	\$18,008.00
Roosevelt Elementary	\$59,671.00
<b>Total</b>	<b>\$134,169.00</b>

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 12.

10.34 - Amendment No. 13 to the Professional Services Agreement with HMC Architects for Architectural and Engineering Services for Various Modernization Projects

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects to provide extended construction administration and project closeout support beyond the original construction period for the Group 7 modernization project, with an estimated completion date of August 24, 2012. The cost, not to exceed \$177,193.00.00, plus approved reimbursables, will be paid from Funds 21, 25, or 35.

<b>Site</b>	<b>Modernization</b>	<b>Deferred Maint.</b>	<b>Total</b>
Bradley Elementary	\$22,459.00	\$40,585.00	\$63,044.00
Marshall Elementary	\$26,328.00		\$26,328.00
Ramona-Alessandro Elementary	\$87,821.00		\$87,821.00
<b>Total</b>	<b>\$136,608.00</b>	<b>\$40,585.00</b>	<b>\$177,193.00</b>

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 13.

10.35 - Amendment No. 14 to the Professional Services Agreement with HMC Architects for Architectural and Engineering Services for Various Modernization Projects

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects due to the additional scope of work for review, research, discussion and meetings in

response to one (1) pre-claim letter received from Cyrcon Construction and related to contractor claims for the Bradley Elementary School modernization project. The cost, not to exceed \$1,490.00, plus approved reimbursables, will be paid from Funds 21, 25, or 35.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 14.

10.36 - Amendment No. 15 to the Professional Services Agreement with HMC Architects for Architectural and Engineering Services for Various Modernization Projects

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects due to the additional scope of work to provide added communication system design consisting of a sound reinforcement system to the multi-use room (A15) for the Anderson Elementary School modernization project. The cost, not to exceed \$3,000.00, plus approved reimbursables, will be paid from Funds 21, 25, or 35.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 15.

10.37 - Amendment No. 16 to the Professional Services Agreement with HMC Architects for Architectural and Engineering Services for Various Modernization Projects

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects to provide extended construction administration and project closeout support beyond the original construction period for the Group 9 modernization project, with a completion date of April 30, 2012. The cost, not to exceed \$70,308.00, plus approved reimbursables, will be paid from Funds 21, 25, or 35.

<b>Site</b>	<b>Additional Amount</b>
Inghram Elementary	\$36,450.00
Lytle Creek Elementary	\$30,852.00
Urbita Elementary	\$3,006.00
<b>Total</b>	<b>\$70,308.00</b>

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 16.

10.38 - Amendment No. 17 to the Professional Services Agreement with HMC Architects for Architectural and Engineering Services for Various Modernization Projects

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects due to the additional scope of work for review, research, discussion and meetings in

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response to five (5) pre-claim letters received from PWCI and related to contractor claims for San Bernardino High School. The cost, not to exceed \$3,360.00, plus approved reimbursables, will be paid from Funds 21, 25, or 35.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 17.

10.39 - Amendment No. 18 to the Professional Services Agreement with HMC Architects for Architectural and Engineering Services for Various Modernization Projects

BE IT RESOLVED that the Board of Education approves amending the agreement with HMC Architects to provided extended construction administration and project closeout support beyond the original construction period for the San Bernardino High School modernization project due to the unforeseen impact by the removal of the general contractor. The estimated completion date is January 16, 2013. The cost, not to exceed \$141,200.00, plus approved reimbursables, will be paid from Funds 21, 25, or 35. The District will seek reimbursement from the Surety, Lincoln Mutual.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment No. 18.

10.40 - Application for 2011-12 Fiscal Year, Deferred Maintenance Program

BE IT RESOLVED that the Board of Education approves submitting to the State of California, the Annual Application for Funds, Deferred Maintenance Program, for the maximum amount of one-half of one percent of the District's general funds exclusive of any amounts budgeted for capital outlay or debt service plus the additional apportionment of one-half of one percent of the same funds.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said application.

10.41 - Approval to Process Payments for Pending Change Orders for the Indian Springs High School New Construction/Old Curtis Middle School Modernization Project – Pro-Craft Construction, Inc.

BE IT RESOLVED that the Board of Education approves the processing of payments for change orders pending Division of State Architect (DSA) approval for the following contractor for the Indian Springs High School New Construction/Old Curtis Middle School Modernization Project: Pro-Craft Construction, Inc., Redlands, California, per Board of Education approval on April 20, 2010, as follows:

- The Architect, Construction Manager, DSA Inspector of Record (IOR) and Contractor shall provide certification that all work pertaining to the pending change orders has been completed in compliance with all of the plans and specifications and applicable codes.
- The District will validate that the work pertaining to the pending change orders is satisfactorily completed.
- The Contractor will provide, with the application for payment, the above certification signed by all parties.
- If the DSA does not approve the change orders that were submitted and the payments have been released using this procedure, any potential fixes arising from DSA corrections to these change orders would have to be paid by the District which would, in turn, seek remedies through the Architect, Construction Manager, IOR or Contractor.

10.42 - Bid No. F11-03, Ramona-Alessandro Elementary School Modernization Project, Phase 2-Interior Finishes

BE IT RESOLVED that Bid No. F11-03, Ramona-Alessandro Elementary School Modernization Project, Phase 2-Interior Finishes, be awarded to the lowest responsible bidder meeting the specifications of the project. The cost will be paid from Funds 01-707, 21, 35, and 40.

<b>Contractor</b>	<b>Bid Amount</b>
D & M Martin Construction, Inc. P.O. Box 5009 Crestline, California 92325	\$ 294,000.00

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said agreement for bid awarded.

10.43 - Correction to the Service Agreement with Manpower, Inc. to Provide Temporary Personnel for Maintenance & Operations and Transportation Departments

BE IT RESOLVED that the Board of Education approves the correction to the service agreement with Manpower, Inc., San Bernardino, California, to provide temporary staffing specifically for the Maintenance & Operations department and Transportation Department. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said Amendment and all related documents.

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10.44 - Notice of Completion, Bid No. F11-01, Site Clearing and Soil Remediation Work Plan Implementation at the H. Frank Dominguez Elementary School Project

BE IT RESOLVED that the Board of Education authorizes filing a Notice of Completion for Bid No. F11-01, Site Clearing and Soil Remediation Work Plan Implementation at the H. Frank Dominguez Elementary School, for the work awarded to the Contractor listed below:

General Contractor  
Innovative Construction Solutions Inc.  
Santa Ana, California

BE IT FURTHER RESOLVED that Barbara Flores, President, Board of Education, be authorized to execute the Notice of Completion.

10.45 - Request for Retention Reduction, Bid No. F08-18, Category No. 22 - Captain Leland F. Norton Elementary School Project

BE IT RESOLVED that the Board of Education approves reducing the retention amount for RIS Electrical Contractors Inc., Bid No. F08-18, Category No. 22, Electrical and Fire Alarm contractor for the Captain Leland F. Norton Elementary School Project, to 5%. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said document.

10.46 - Request to Substitute Subcontractor Pursuant to Public Contract Code Section 4107-Insulation

BE IT RESOLVED that the Board of Education approves the request by the general contractor, Angeles Contractor, Inc., Bid F11-02C, HVAC Upgrades at Cajon, Pacific, and San Bernardino High Schools, to release Empire Insulation Inc., the insulation subcontractor, from their obligation on the project and to substitute Alcal Specialty Contracting, Inc., Riverside, California, as the insulation subcontractor, pursuant to Public Contract Code Section 4107. There is no additional cost. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign any required documents to effect said substitution.

10.47 - Request to Substitute Subcontractor Pursuant to Public Contract Code Section 4107-Structural Steel

BE IT RESOLVED that the Board of Education approves the request by the general contractor, Angeles Contractor, Inc., Bid F11-02C, HVAC Upgrades at Cajon, Pacific, and San Bernardino,

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High Schools, to release JV Construction and Steel Corporation, the structural steel subcontractor, from their obligation on the project and to substitute Riverside Steel Construction, Inc., Riverside, California, as the structural steel subcontractor, pursuant to Public Contract Code Section 4107. There is no additional cost. All other terms and conditions remain the same.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign any required documents to effect said substitution.

10.48 - Resolution of Intent by the District to Grant Southern California Edison Company a Permanent Easement and Right of Way at the Captain Leland F. Norton Elementary School New Construction Project

BE IT RESOLVED that it is the judgment of the Board of Education, and in the best interests of the District, to grant a permanent easement and right of way to Southern California Edison Company at the Captain Leland F. Norton Elementary School, specifically parcel numbers 0135-293-01, 06 through 09 and 26, for the purpose of installation and maintenance of electrical facilities, as described in attached Exhibits A & B.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to execute all documents and to incur reasonable costs, as necessary, to facilitate the transactions described herein.

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RECORDING REQUESTED BY

**SOUTHERN CALIFORNIA EDISON**  
AN EDISON ELECTRIC COMPANY

---

WHEN RECORDED MAIL TO

**SOUTHERN CALIFORNIA EDISON COMPANY**

Real Properties  
 2131 Walnut Grove Avenue, 2<sup>nd</sup> Floor  
 Rosemead, CA 91770

Attn: Distribution TR&S

NORTON ES  
 SCE EASEMENT  
 EXHIBIT A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	WORK ORDER	IDENTITY	MAP SIZE
	Redlands	6731-7195 110535267	0-7105	
SIG. OF DECLARANT OR AGENT DETERMINING TAX	SCE Company FIRM NAME	FIM 224-221111 APN 0140-293 01 06 07 08 09 26	APPROVED: Real Properties	BY SLS/SM
				DATE 11 23 11

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of San Bernardino, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN LOTS 5, 6, 7, AND 8, IN BLOCK 49, OF THE CITY OF SAN BERNARDINO, AS PER MAP RECORDED IN BOOK 7, PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

STRIP #1 (3.00 FEET WIDE)

THE NORTHERLY 3.00 FEET OF SAID LOTS 5, 6, 7, AND 8, THE NORTHERLY LINE OF SAID STRIP BEING THE SOUTHERLY LINE OF 8<sup>TH</sup> STREET, 41.25 FOOT HALF-WIDTH

STRIP #2 (41.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF SIERRA WAY WITH THE CENTERLINE OF 8<sup>TH</sup> STREET; THENCE WESTERLY ALONG SAID CENTERLINE OF 8<sup>TH</sup> STREET, A DISTANCE OF 158.57 FEET, THENCE SOUTHERLY, AT RIGHT ANGLES FROM SAID CENTERLINE OF 8<sup>TH</sup> STREET, A DISTANCE OF 41.25 FEET TO THE SOUTHERLY LINE OF SAID 8<sup>TH</sup> STREET AND THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTHERLY, AT RIGHT ANGLES FROM SAID SOUTHERLY LINE, A DISTANCE OF 15.00 FEET

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

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STRIP #3 (22.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT SAID POINT "A"; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 8<sup>TH</sup> STREET, A DISTANCE OF 171.50 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO HERINAFTER REFERRED TO AS POINT "B"; THENCE SOUTHERLY, AT RIGHT ANGLES FROM SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #4 (10.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT SAID POINT "B"; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 8<sup>TH</sup> STREET, A DISTANCE OF 182.00 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT ALSO HERINAFTER REFERRED TO AS POINT "C"; THENCE SOUTHERLY, AT RIGHT ANGLES FROM SAID SOUTHERLY LINE, A DISTANCE OF 10.00 FEET.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

STRIP #5 (20.00 FEET WIDE)

THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT SAID POINT "C"; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID 8<sup>TH</sup> STREET, A DISTANCE OF 91.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTHERLY, AT RIGHT ANGLES FROM SAID SOUTHERLY LINE, A DISTANCE OF 12.00 FEET.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #1 DESCRIBED HEREINABOVE.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.



**Nutrition Services**

**10.49 - Cafeteria Warrant Register, April 1, 2012 through April 30, 2012**

BE IT RESOLVED that the Cafeteria Warrant Register, April 1, 2012, through April 30, 2012, be approved.

BE IT FURTHER RESOLVED that the Board of Education authorizes James Cunningham, Accounting Services Director; John A. Peukert, Assistant Superintendent, Facilities/Operations; Adriane Robles, Nutrition Services Director; or Larry Lobaugh, Nutrition Services Program Manager, to sign disbursements. Two signatures are required on all cafeteria warrants.

**10.50 - Food Service Agreement with Willing Winn Association & Mission, Inc.**

BE IT RESOLVED that the Board of Education approve entering into a meal program food service agreement with Willing Winn Association & Mission, Inc. (WWAM, Inc.), San Bernardino, California, effective May 16, 2012, through June 30, 2012. This standardized agreement may be extended by mutual written consent one (1) fiscal year at a time up to a total of three (3) years, subject to the terms and conditions agreed upon by the parties by June 30 of each year. Written notice of changes to terms and conditions may include, but not be limited to, price changes, location(s) and number/style of meals served. There is no cost to the District.

District pricing schedule for 2011/12:

20-meal minimum for delivery; 10-meal minimum for pick-up.  
 Delivery fee = \$.75/mi. if >15 mi. from Nutrition Services.

	<b>Breakfast</b>		<b>Student Lunch</b>		<b>Adult Lunch</b>		<b>Snack</b>
	<u>Family-Style</u>	<u>Box -Style</u>	<u>Family-Style</u>	<u>Box-Style</u>	<u>Family-Style</u>	<u>Box-Style</u>	
Reimbursable	\$2.00	\$2.00	\$3.00	\$2.90	\$3.15	\$3.05	\$1.35
Non-Reimbursable	1.75	1.75	2.90	2.90	3.05	3.10	.95

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign said agreement.

**HUMAN RESOURCES DIVISION**

**10.51 - Payment of Master Teachers – University of Redlands**

BE IT RESOLVED that the Board of Education approves payment for services as a counseling site supervisor as provided for in the Agreement with the University of Redlands, as follows:

JILL CATLIN                      \$100.00

10.52 - Student Teaching and Practicum Agreement with National University, La Jolla, California

BE IT RESOLVED that the Board of Education approves entering into a Student Teaching and Practicum agreement with National University, La Jolla, California, effective May 16, 2012, through June 30, 2016. The District shall provide National University students with Student Teaching and/or Practicum in District schools and classes under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. National University shall reimburse the District for the cost of Student Teaching or Practicum services rendered by the District, paying the District \$30.00 per section of Student Teaching and/or Practicum supervised. The District agrees that the issuance of the stipend to the Master Teacher or the Practicum Supervisor will not render the Master Teacher or Practicum Supervisor an employee or agent of the University. There will be no cost to the District.

BE IT FURTHER RESOLVED that the Board of Education authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to sign all related documents.

**11.0 - Action Items**

11.1 - Restoration of Budget Cuts – Priorities #1 and #2

Upon motion by Member Tillman, seconded by Member Savage, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the following was adopted:

BE IT RESOLVED the Board of Education approves the restoration of Priority #1 and #2 from the Budget Cut Plan adopted on February 21, 2012, to be funded from the Unrestricted General Fund Medical Administrative Activities program (051).

11.2 - Supplemental Early Retirement Plan (SERP)

Upon motion by Member Tillman, seconded by Member Perong, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the following was adopted:

WHEREAS, California Government Code Section 53224 authorizes school districts to make contributions to a Supplemental Early Retirement Plan (SERP); and

WHEREAS, the San Bernardino City Unified School District desires to provide early retirement incentive to its eligible employees under such a plan;

THEREFORE, BE IT RESOLVED that the Board of Education of the San Bernardino City Unified School District hereby establishes a Supplemental Early Retirement Plan for certain eligible employees of the District effective July 1, 2012.

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BE IT ALSO RESOLVED that the eligibility requirements for employees to participate in such plan shall be as follows:

- Must be a full-time Certificated or Classified employee with no break in service for the last five (5) years through June 30, 2012
- Must be 55 years of age by June 30, 2012
- Retirement confirmation date must be between April 1, 2012, through June 30, 2012
- Employee must submit an Irrevocable Retirement Declaration Form and a SERP Enrollment Package by April 16, 2012, to Payroll and provide a notice to Human Resources of intent to retire
- Employee must be eligible to retire from CalSTRS/CalPERS

BE IT ALSO RESOLVED that the Board hereby adopts the San Bernardino City Unified School District Supplemental Early Retirement Plan (SERP), effective July 1, 2012, with a benefit commencement date of August 1, 2012.

BE IT ALSO RESOLVED that the SERP benefit is based on the benefit provided from a one-time Employer contribution of 100% of each eligible employee's annual restored base salary for fiscal year 2011-2012.

BE IT ALSO RESOLVED that the Board hereby appoints Keenan Financial Services as the contract administrator to assist the District in the implementation and administration of the plan.

BE IT ALSO RESOLVED that the San Bernardino City Unified School District shall make contributions to the plan annually, for a period of five (5) years, to fund said benefits. Payment shall be remitted to United of Omaha an A+ rated insurance and annuity company located in Omaha, Nebraska, selected by Keenan Financial Services for the Plan.

BE IT ALSO RESOLVED that the fees associated with this plan, both from Keenan Financial Services and United of Omaha will be paid from the annuity premium payments. The annuity benefits calculated for the participants of the plan will incorporate the fees in the final benefit provided. The fees for the program are described in the Services Agreement with Keenan Financial Services and the Quote/Contract that will be provided by United of Omaha.

BE IT ALSO RESOLVED which eligible employees that elect to retire with the SERP benefit will receive a monthly payment based on the benefit options which they may choose from. These options include:

- Life only
- Joint & 50% Survivor
- Life or Ten (10) Years, whichever is longer
- Five (5) Years Monthly Payments
- Six (6) Years Monthly Payments

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- Seven (7) Years Monthly Payments
- Eight (8) Years Monthly Payments
- Nine (9) Years Monthly Payments
- Ten (10) Years Monthly Payments

BE IT ALSO RESOLVED that, for the purposes of the limitations on contributions and benefits under the plan, as prescribed by Section 415 of the Internal Revenue Code 1986, as amended, the “limitation year” shall be the Plan Year, as defined under the terms and provisions of the plan.

BE IT ALSO RESOLVED that, for the purposes of clarification of administration of the plan but not for purposes of making said plan subject to title I of Employee Retirement Income Security Act (ERISA), the Board hereby designates the District as the plan administrator.

BE IT ALSO RESOLVED that the Board hereby authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to execute on behalf of the District the Form 2848, Power of Attorney and Declaration of Representative.

BE IT ALSO RESOLVED that the Board hereby authorizes Mohammad Z. Islam, Chief Business and Financial Officer, to take the following actions:

- A. Execute the plan and any all other documents necessary or proper to implement the plan.
- B. Contract with Keenan Financial Services as contract administrator to provide all services described in the contract.
- C. Execute any and all documents, including any amendment to the plan, necessary or proper to maintain favorable determination of the plan.
- D. Enter into any other contract or agreement which he or she deems necessary or proper to administer and/or fund the plan and to attain and maintain the income tax qualification of the plan as prescribed by Section 415 of the Internal Revenue Code of 1986 as amended.

BE IT ALSO RESOLVED that the Board hereby adopts the resolution to **abolish** the following eleven (11) positions to fund the SERP for an estimated cost savings of **\$483,319.56** annually for the next five (5) fiscal year, beginning fiscal year 2012-13:

**Position Title**

Associate Superintendent  
Assistant Superintendent Employee Relations  
Administrative Assistant  
Secretary III  
Adult Education Teacher  
Adult Education Teacher

Adult Education Teacher  
Support Teacher  
Office Assistant III SAP  
Bilingual Clerk I  
Curriculum Materials Clerk

BE IT ALSO RESOLVED that the Board hereby adopts the resolution with a **soft-freeze** for one (1) fiscal year to all classified positions, which participated in the SERP to fund the plan for an estimated cost savings of **\$976,696.11** for fiscal year 2012-13 only.

BE IT FURTHER RESOLVED that the Board hereby adopts the resolution for the SERP one-time employer contribution of 100% of each employee's annual restored base salary for fiscal year 2011-2012.

11.3 - Resolution Denying Renewal of the Charter for the Options for Youth Public Charter School by the Governing Board of the San Bernardino City Unified School District

Chris Tickell recommended extending the term for two years.

No action was taken.

11.4 - Resolution Conditionally Approving Renewal of the Charter for Options for Youth Public Charter by the Governing Board of the San Bernardino City Unified School District

No action was taken.

11.5 - Resolution Approving Extension of Charter Term for Options for Youth Charter School by the Governing Board of the San Bernardino City Unified School District

Upon motion by Member Tillman, seconded by Member Hill, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the following was adopted:

**Resolution Approving Extension of Charter Term for  
Options for Youth Charter School by the Governing Board of the  
San Bernardino City Unified School District**

**WHEREAS**, pursuant to Education Code section 47600, *et seq.*, the Governing Board of the San Bernardino City Unified School District ("District Board") is required to review and consider authorization and/or renewal of charters under the District Board's oversight; and

**WHEREAS**, pursuant to Education Code section 47607(a)(2), requests for renewal of a charter are governed by the standards and criteria in Education Code section 47605; and

**WHEREAS**, on or about July 21, 2009, the District Board approved the Charter for the Options for Youth Public Charter (“OFY” or “Charter School”) to serve students in grades 7-12, for a three-year term ending June 30, 2012; and

**WHEREAS**, on or about March 16, 2012, OFY submitted a request for renewal of its Charter, (Request); and

**WHEREAS**, a public hearing on the request for renewing to the Charter was conducted on April 17, 2012, pursuant to Education Code section 47605, at which time the District Board considered the level of support for the renewal of the Charter by teachers employed by the District, other employees of the District, and parents; and

**WHEREAS**, the District staff, including experts from the District’s various departments, has reviewed and analyzed all information received with respect to the request for renewal of the Charter and information related to the operation and potential effects of the OFY Charter, including speaking to and meeting with OFY representatives relative to the request for renewal. Pursuant to that analysis, the District staff determined that the Request included a variety of issues and deficiencies as identified in the staff report; and the District staff has concerns regarding the academic progress of students; and

**WHEREAS**, the parties have agreed to extend the initial term of the charter for an additional two years, as permitted by the provisions of Education Code section 47607, which provides that an initial charter term shall not exceed five years; and

**WHEREAS**, in reviewing the request for renewal of the OFY Charter, the District Board has been cognizant of the value provided to the community by OFY during the time that it has been operating pursuant to the Charter granted by the District Board; and

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS**, that the Governing Board of the San Bernardino City Unified School District finds the above listed recitals to be true and correct and incorporates them herein by this reference.

**BE IT FURTHER RESOLVED AND ORDERED** that the Governing Board of the San Bernardino City Unified School District hereby approves an extension of the OFY term to and including June 30, 2014. OFY is to submit its Request for renewal of the Charter term between August 1, 2013 and November 1, 2013.

11.6 - Amendments to Board Policy 6146.1, Second Reading

Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the following was adopted:

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BE IT RESOLVED that the Board of Education adopts the amendments to Board Policy 6146.1 as presented.

11.7 - Personnel Report #22, Dated May 15, 2012

Upon motion by Member Tillman, seconded by Member Savage, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the following was adopted:

BE IT RESOLVED that the Personnel Report #22, dated May 15, 2012, be approved as presented (see page \_\_\_\_). Personnel actions included in this report are in accordance with policies of the Board of Education, the rules and regulations of the Personnel Commission, and the District's Affirmative Action Plan.

11.8 – Tax and Revenue Anticipation Note (TRAN)

Upon motion by Member Tillman, seconded by Member Flores, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the following was adopted:

11.8 Tax and Revenue Anticipation Note (TRAN)  
(Prepared by Business Services Division)

**RESOLUTION**

**NAME OF DISTRICT: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT\***

**LOCATED IN: COUNTY OF SAN BERNARDINO**

**MAXIMUM AMOUNT OF BORROWING: \$80,000,000**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2012-2013 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2012-2013 TAX AND REVENUE ANTICIPATION NOTES THEREFORE 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, 2013 ("Fiscal Year 2012-2013") by the issuance of its 2012-2013 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 2012-2013 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 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

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\* 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).

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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 2012-2013 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 2012-2013 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

**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 2012-2013 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

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\*\* 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.

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**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

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**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

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**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:

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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 2012-2013 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 "2012-2013 [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 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").

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\* 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.

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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 2012-2013 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,

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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 2012-2013 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

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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 Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate 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).

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(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 of the District 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 the greater of (a) 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, or (b) two thousand five hundred dollars (\$2,500). 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, 2012 (or the date of adoption of this Resolution if after May 1, 2012)

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through June 15, 2013 (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).

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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

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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

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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

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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. 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

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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 or prior to any such Repayment Period, as applicable, 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 2012, 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 2012, 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 2012, 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.

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For Notes issued in calendar year 2013, 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 2013, 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 2013, 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 pursuant to Section 103 of the Code, 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 2012-2013 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

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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

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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.

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(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.

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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 (or corresponding Exhibit of a Supplemental 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

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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, if any, 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

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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

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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 2012-2013 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

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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 2012-2013 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 2012-2013, (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 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 2006-2007 through

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Fiscal Year 2010-2011, 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 2011-2012 and 2012-2013, respectively.

(G) 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.

(H) 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.

(I) 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.

(J) 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.

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(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and 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.

(L) 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.

(M) 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.

(N) 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.

(O) 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.

(P) 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 Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2012 (the "Fiscal Year 2011-2012") 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

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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 2011-2012 or Fiscal Year 2012-2013 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2012-2013.

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

(S) 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 (or any Tax-Exempt Series of Pool Bonds related thereto), 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 (or such Tax-Exempt Series of Pool Bonds related thereto) 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 (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception

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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 (or Tax-Exempt Series of Pool Bonds related thereto) (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 2012-2013 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 (or such Tax-Exempt Series of Pool Bonds related thereto) 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 "2012-2013 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 (or any Tax-Exempt Series of Pool Bonds related thereto), 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

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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

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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.

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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

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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:

- (1) Provide in a timely manner not later than ten business days after the occurrence of the event, 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:
  - a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
  - b. Unscheduled draws on debt service reserves reflecting financial difficulties;
  - c. Unscheduled draws on credit enhancements reflecting financial difficulties;
  - d. Substitution of credit or liquidity providers, or their failure to perform;

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- e. Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes; or
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through 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:

- a. Unless described in subsection (A)(1)e., adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other material events affecting the tax status of such Series of Notes and the related Series of Certificates;
- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District,

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other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

- g. Appointment of a successor or additional Trustee or the change of name of a Trustee.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall 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 learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. 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)(1) 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

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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 under subsection (A)(1) or (A)(2) of this Section (each, 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 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)(1) 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.

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(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.

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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  
 2012-2013 [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		
____%		____, 20__		
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, 20\_\_ 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).

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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 2012-2013 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

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\* 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.

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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.]\*

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

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[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:

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

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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: \_\_\_\_\_

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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:

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

11.9 - Internal Borrowing

Member Penman moved to adopt, Member Perong seconded the motion. No action was taken.

Following a lengthy discussion, Danny Tillman recommended bringing in an outside person to explain internal borrowing and not take action tonight. Mr. Tillman recommended School Services. Barbara Flores recommended FCMAT.

Upon motion by Member Flores, seconded by Member Tillman, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the item was tabled.

11.10 - Agreement Between the District, Center for Community Action and Environmental Justice, and the South Coast Air Quality Management District Regarding the Installation and Maintenance of Air Filtration Systems

Upon motion by Member Tillman, seconded by Member Savage, and approved by the affirmative vote of Members Flores, Gallo, Hill, Penman, Perong, Savage, and Tillman (Noes: None), the following was adopted as amended:

BE IT RESOLVED that the Board of Education agrees that the District has come to an accommodation regarding the four (4) disputed clauses and approves the agreement between the District, the Center for Community Action and Environmental Justice, and the South Coast Air Quality Management District.

**SESSION TEN - Closed Session**

**12.0 - Closed Session**

As provided by law, the Board met in Closed Session for consideration of the following:

**Student Matters/Discipline**

**Conference with Labor Negotiator**

District Negotiator: Harold Vollkommer  
Employee Organization: California School Employees Association  
Communications Workers of America  
San Bernardino School Police Officers Association  
San Bernardino Teachers Association

**Public Employee Discipline/Dismissal/Release**

**Non-Reelection of Certificated Employee(s)**

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**Anticipated Litigation**

(Government Code Section 54956.9(b)(1))

Number of Cases: Six

**SESSION ELEVEN – Open Session**

**13.0 - Action Reported from Closed Session**

No reportable action was taken.

**SESSION TWELVE - Closing**

**14.0 - Adjournment**

By the affirmative vote of the members, the meeting was adjourned at 11:10 p.m.

The next regular meeting of the Board of Education of the San Bernardino City Unified School District will be held on Tuesday, June 5, 2012, at 5:30 p.m. in the Community Room of the Board of Education Building, 777 North F Street, San Bernardino.